

Solicitation Number #05-0003

**New York State Department of Health AIDS Institute
Division of HIV Health Care
Bureau of Community Support Services
and
Health Research, Inc. (HRI)**

Request for Applications

Nutrition Initiative

Questions Due: February 28, 2006

Letter of Interest Due: March 7, 2006

Applications Due: March 28, 2006

Contact Name & Address: Leah Stern
New York State Department of Health/
AIDS Institute
90 Church Street, 13th Floor
New York, NY 10013

"No State spends more to fight HIV and AIDS than New York, and we are pleased to demonstrate, once again, our commitment to ensuring that essential services are available to those who need them most. This program will ensure that individuals in New York affected by HIV and AIDS have access to a full range of services to help them cope with the impact of HIV disease."

-Governor George E. Pataki

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I. INTRODUCTION

A. Description of Program

The New York State Department of Health (NYSDOH), AIDS Institute (AI), Bureau of Community Support Services is seeking to fund programs that provide a continuum of nutrition services to persons living with HIV/AIDS (PLWH/A) and their dependent children.

The **AI continuum of nutrition services** consists of the provision of nutritional screenings, assessments, counseling, and group nutrition education; and the following food and meal components:

- Home delivered meals (hot and/or frozen)
- Congregate meals
- Groceries/food pantry bags
- Food vouchers

The provision of nutritional screenings, assessments, counseling, and group nutrition education is **required** of all applicants and must be provided to all clients receiving meal and food services (with the exception of clients receiving home-delivered meals since they would not be able attend group nutrition education sessions. A nutritional screening, assessment and reassessment would still be required for home-delivered meal clients). Applicants are encouraged to provide **two or more** of the food and meal components of the continuum. Preference will be given to applicants proposing to provide two or more food and meal components.

The total annualized funding available for awards is \$2,284,593 including \$1,416,715 in NYS funds and \$867,878* in federal funds administered by Health Research Inc. (HRI). The funding will be allocated statewide as follows:

* The availability of federal funds is subject to reauthorization of the Ryan White CARE Act. NYS reserves the right to revise this amount as necessary due to changes in the CARE Act or changes in the availability of funding.

Region	Number of Awards	Range of Total Awards Per Region
New York City (Boroughs of Bronx, Brooklyn, Manhattan, Queens, and Staten Island)	3-5	\$500,000 - \$800,000
Long Island (Nassau and Suffolk counties)	1-2	\$250,000 - \$325,000
Hudson Valley (Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster and Westchester counties)	1-2	\$175,000 - \$225,000
Rochester and Southern Tier (Broome, Chemung, Chenango, Livingston, Monroe, Ontario, Schuyler, Seneca, Steuben, Tioga, Wayne and Yates counties)	1-2	\$200,000 - \$350,000
Northeastern New York (Albany, Clinton, Columbia, Delaware, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, and Washington counties)	1-2	\$100,000 - \$200,000
Western New York (Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans and Wyoming counties)	1-2	\$150,000 - \$250,000
Central New York (Cayuga, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence, and Tompkins counties)	1-2	\$200,000 - \$250,000

Organizations may apply for funding in more than one region; however, a separate application must be submitted for each region.

B. Background and Intent of the RFA

The NYSDOH AI is committed to improving and maintaining the nutritional well being of PLWH/A in NYS. Since 1990 the AI has funded food, meal and nutrition services for PLWH/A. Clinical nutrition research suggests that nutritional status is a determinant of survival for PLWH/A and the management of their disease.

PLWH/A are prone to opportunistic infections (OIs) due to their compromised immune systems. Many of the symptoms of OIs can lead to malnutrition resulting in lengthy and costly hospitalizations. Food and nutrition services (well balanced, safe meals and nutrition assessments, counseling and education) and highly active antiretroviral therapy can prevent or lessen the effects of malnutrition related to OIs, as well as other HIV related conditions. In addition, nutrient dense meals and food packages tailored to the specific needs of PLWH/A can assist in maximizing the benefits of any medical interventions or supportive care.

PLWH/A who participated in a statewide nutritional needs assessment conducted between 1998 and 2001, stated that the limited ability of any one agency to respond to their need for more comprehensive nutritional services was a shortcoming of the existing programs. PLWH/A emphasized that the type of food and meal component they needed depended on their health status, which could vary from month to month or week to week. They wanted the flexibility of receiving home delivered meals when they felt ill, and inexpensive or free groceries when they could cook and/or shop for themselves. They also requested guidance on how to make healthy meals on a budget, combining medications with meals, and information on other nutritional resources, e.g. supplements.

AI funded nutrition providers who participated in the nutritional needs assessment stated that their clients, overall, were living longer and therefore needed more services that would increase their independence. Additional services such as food vouchers, along with opportunities to easily transition from one type of food or meal component to another, were recommended by providers.

This assessment demonstrated that PLWH/A throughout NYS had a variety of food and nutrition needs that were dependent on their stage of illness, economic status and living situation. To respond to the changing nutritional needs of PLWH/A and foster greater independence, the AI funded providers, in 2001, to offer a continuum of food and meal components: home delivered meals (hot and/or frozen), congregate meals, groceries/food pantry bags, and food vouchers; as well as nutritional services: screenings, assessments, counseling and group education.

Current information from providers indicates that PLWH/A have taken advantage of the opportunities to transition to food and meal components that increase their independence; and utilize the nutrition education they receive to increase their food purchasing power. The data collected has shown a decline in the number of hot and frozen meals delivered, and an increase in the amount of grocery/food pantry bags and food vouchers distributed, indicating an increase in the number of PLWH/A that are ambulatory and able to shop and cook for themselves.

The intent of this RFA is to fund supplementary nutrition interventions that will improve, maintain and/or delay the decline of PLWH/A health status, and assist them to remain in their communities. The goal is to have clients graduate from funded programs no later than 18 months after enrollment. At graduation, they should have the knowledge and skills necessary to purchase and prepare nutritious foods.

II. WHO MAY APPLY

Eligible organizations include private, not-for-profit community-based organizations or not-for-profit public agencies with *experience* in the provision of food, meal and nutrition services to PLWH/A.

Applicants should have a demonstrated track record of providing nutritional assessments and counseling, and at least one of the food and meal components of the AI continuum of nutrition services. Applicants can provide services independently or in conjunction with other providers, as a consortium.

Applications submitted on behalf of a consortium of providers must designate one of the agencies as the lead applicant for the consortium and must include in the application a Memorandum of

Agreement (MOA), which clearly delineates the roles of the lead applicant and each co-applicant(s). The MOA should be a separate document that describes the fiscal, administrative and programmatic responsibilities of the lead applicant and each co-applicant. Include specific activities of each organization, and how communication and follow-up among participating agencies will be achieved. Letters of support are not acceptable to meet this requirement. The MOA must bear the signatures of the Executive Director or any other appropriate executive level representative from each of the participating agencies.

III. PROJECT NARRATIVE/ WORK PLAN OUTCOMES

A. Population To Be Served: Persons living with HIV/AIDS and their dependent children.

B. Expectations for Programs:

1. Provide one or more food and meal component; and the required nutritional screenings, assessments, counseling, and group nutrition education (group nutrition education is not required of those programs proposing only to provide home-delivered meals). Preference will be given to applicants that provide two or more of the food and meal components.
2. Adhere to the AI Nutrition Initiative Standards for Client Eligibility, Food, Meals and Nutrition Services (see Attachment 6).
3. Adhere to the AI Guidelines for Food Vouchers, if applicable (see Attachment 7).
4. Offer *all* funded services to *all* clients in the funded region (see page 5 for funded regions). The receipt of one service cannot be a precondition for the receipt of another, e.g., applicants cannot limit the funded services to PLWH/A that are already receiving services, such as case management, from their agencies.
5. Have the capacity to deliver all funded food and meal components of the continuum without utilizing case management staff or other staff supported by third-party revenue (e.g. COBRA case management staff).
6. Ensure that the services are: sensitive to the needs/issues specific to racial/ethnic minorities; ethnically/culturally and linguistically appropriate; and delivered at a literacy level suitable for clients.
7. Graduate program clients no later than 18 months after enrollment.
8. Be a current member of its Ryan White Title II HIV Care Network, or have a letter of support from the Network indicating an intention to become an active member. (See Attachment 8 for a list of the Ryan White Title II HIV Care Network regions.)
9. Involve PLWH/A and affected individuals in the planning and program design of the services to be offered, and maintain their ongoing involvement in an advisory capacity.
10. Demonstrate stability in agency staffing, infrastructure and fiscal operations.
11. Develop a system for measuring program outcomes (the effect or impact the program will have on the clients served).
12. Have a written continuous quality improvement plan.

C. Work Plan Outcomes

As a result of providing the funded services, programs should see an:

- Improvement in clients' health, and tolerance and adherence to their medications.
- Increase in clients' awareness of the importance of nutrition therapy and eating well-balanced meals and snacks.
- Increase in clients' ability to plan, purchase, and prepare nutritious foods.
- Increase in the food security¹ and independence of clients at graduation from the program.

These outcomes are to be accomplished by:

- Offering PLWH/A the opportunity to transition to and from the four food and meal components of the AI continuum of nutrition services that are most appropriate for their stage of illness, physical and mental abilities, with no interruption in service or inconvenience to them.
- Conducting nutritional screenings on all clients and performing nutritional assessments on those that are at nutritional risk or home-restricted.
- Providing intensive education and skill development in the following areas: nutrition as a co-therapy in the management of HIV disease; symptom management and adherence to HIV medications; making healthful food choices on a budget; and the preparation of nutritious, simple and economical meals.
- Directing PLWH/A to utilize food resources within their communities.

IV. ADMINISTRATIVE REQUIREMENTS

A. Issuing Agencies

This RFA is issued by the New York State Department of Health AIDS Institute and HRI. The Department and HRI are responsible for the requirements specified herein and for the evaluation of all applications.

B. Question and Answer Phase

All substantive questions must be submitted in writing to:

Leah Stern
Director, Nutrition Initiative
Bureau of Community Support Services
New York State Department of Health/AIDS Institute
90 Church Street, 13th Floor
New York, New York 10007

To the degree possible, each inquiry should cite the RFA section and paragraph to which it refers. Written questions will be accepted until **5 PM on February 28, 2006**.

¹ Food security - Assured access to enough food at all times that is nutritionally adequate, safe, and acceptable for an active and healthy life that is acquired in socially acceptable ways.

Questions of a technical nature can be addressed in writing or via telephone by calling Leah Stern at (212) 417-4476. Questions are of a technical nature if they are limited to **how** to prepare the application (e.g., formatting) rather than relating to the substance of the application.

Prospective applicants should note that all clarification and exceptions, including those relating to the terms and conditions of the contract, are to be raised prior to the submission of an application. See the paragraph titled "**Applicant Conference and Letter of Interest**" (below) to determine how to receive department responses to questions.

Responses to written questions and any updates/modifications to this RFA will be posted on the Department of Health's website www.health.state.ny.us/funding by March 7, 2006.

C. Applicant Conference and Letter of Interest

1. Applicant Conference

There will be no applicant conference for this RFA.

2. Letter of Interest

Submission of a Letter of Interest is encouraged, although not mandatory. The Letter of Interest should be received by **5 PM on March 7, 2006** at the New York City address listed in section IV, B (page 8). Failure to submit a Letter of Interest will not preclude the submission of an application. A sample Letter of Interest format is included as Attachment 2.

Responses to all questions and any updates/modifications to this RFA will be electronically mailed to applicants that either submit a letter of interest or a question(s). All of the above will also be available on the Department of Health's website as mentioned above.

D. How to File an Application

Applications must be **received** at the following address by **5 PM on March 28, 2006**. **Late applications or applications misdirected to other addresses will not be accepted.**

Valerie J. White
Director, Administration and Contract Management
New York State Department of Health/AIDS Institute
ESP, Corning Tower, Room 359
Albany, New York 12237

Applicants shall submit 1 (one) original, signed application and 10 copies. Application packages should be clearly labeled with the name and number of the RFA as listed on the cover of this RFA document. Applications **WILL NOT** be accepted via fax or e-mail.

It is the applicant's responsibility to see that applications are delivered prior to the date and time specified above. Late applications due to delay by the carrier or not received in the department's mailroom in time for transmission to the AIDS Institute will not be considered.

E. The Department of Health/HRI reserve the right to:

1. Reject any or all applications received in response to this RFA.
2. Award more than one contract resulting from this RFA.
3. Waive or modify minor irregularities in applications received after prior notification to the applicant.
4. Adjust or correct cost figures with the concurrence of the applicant if errors exist and can be documented to the satisfaction of DOH and the State Comptroller or HRI, as appropriate.
5. Negotiate with applicants responding to this RFA within the requirements to serve the best interests of the State or HRI.
6. Modify the detail specifications should no applications be received that meet all these requirements.
7. If the Department of Health or HRI are unsuccessful in negotiating a contract with the selected applicant within an acceptable time frame, the Department of Health or HRI may begin contract negotiations with the next qualified applicant(s) in order to serve and realize the best interests of the State or HRI
8. The Department of Health reserves the right to award grants based on geographic or regional considerations to serve the best interests of the State or HRI.

F. Term of Contract

Any contract resulting from this RFA will be effective only upon approval by the New York State Office of the Comptroller or HRI.

The anticipated start date for contracts resulting from this solicitation is October 1, 2006. Subsequent contracts may be renewed for four additional one-year periods based upon satisfactory performance and the availability of funding.

G. Payment & Reporting Requirements

1. The State (NYS Department of Health) and HRI may, at its discretion, make an advance payment to not-for-profit grant contractors in an amount not to exceed twenty-five (25) percent for the State, and twenty (20) percent for HRI.
2. The grant contractor shall submit monthly invoices and required reports of expenditures to the State's or HRI's designated payment office who will be assigned once the awards are granted.

Payment of such invoices by the State (NYS DOH) shall be made in accordance with Article XI-A of the NYS Finance Law.

3. The grant contractor shall submit the following periodic reports: monthly narrative reports of activities including Uniform Reporting System (URS) Aggregate Reports containing program data.

All payment and reporting requirements will be detailed in the final grant contract.

FOR STATE CONTRACTS ONLY (IV-H. – IV-J.)

H. Vendor Responsibility Questionnaire

NYS Procurement laws and guidelines require that state agencies award contracts only to responsible vendors. Vendor responsibility means that a vendor has the integrity to justify the award of public dollars and the capacity to fully perform the requirements of the contract. It is a contracting agency's responsibility, under Section 163 (9) of the State Finance Law (SFL), to evaluate and make a determination of the responsibility of a prospective contractor. A responsibility determination, wherein the contracting agency determines that it has reasonable assurances that a vendor is responsible, is an important part of the procurement process, promoting fairness in contracting and protecting a contracting agency and the State against failed contracts. Additionally, the State Comptroller must be satisfied that a proposed contractor is responsible before approving a contract award under Section 112 of the SFL.

The following factors are to be considered in making a responsibility determination:

- legal authority to do business in NYS;
- integrity;
- capacity – both organizational and financial; and,
- previous performance.

Additional information concerning vendor responsibility may be found at the Office of the State Comptroller's (OSC) website: <http://nyosc3.osc.state.ny.us/agencies/gbull/b221.htm>.

Detailed interpretation of frequently asked questions regarding vendor responsibility may also be found at the OSC website: <http://www.osc.state.ny.us/vendrep/faqs.htm>.

Attachment 5 contains the "Vendor Responsibility Questionnaire" for use by all applicants other than municipalities or other local governments. The selected applicant will be required to complete the Vendor Responsibility Questionnaire if applicable to your organization. Awards will not be given to non-governmental applicants who do not complete the questionnaire.

I. General Specifications

1. By signing the "Application Form" each applicant attests to its express authority to sign on behalf of the applicant.
2. Contractor will possess, at no cost to the State/HRI, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.
3. Submission of an application indicates the applicant's acceptance of all conditions and terms contained in this RFA. If this applicant does not accept a certain condition or term, this must be clearly noted in a cover letter to the application.
4. An applicant may be disqualified from receiving awards if such applicant or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its

employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.

5. Provisions Upon Default

- a. The services to be performed by the Applicant shall be at all times subject to the direction and control of the Department/HRI as to all matters arising in connection with or relating to the contract resulting from this RFA.
- b. In the event that the Applicant, through any cause, fails to perform any of the terms, covenants or promises of any contract resulting from this RFA, the Department/HRI shall thereupon have the right to terminate the contract by giving notice in writing of the fact and date of such termination to the Applicant.
- c. If, in the judgment of the Department of Health, the Applicant acts in such a way which is likely to or does impair or prejudice the interests of the State, the Department/HRI shall thereupon have the right to terminate any contract resulting from this RFA by giving notice in writing of the fact and date of such termination to the Contractor. In such case the Contractor shall receive equitable compensation for such services as shall, in the judgment of the State Comptroller/HRI, have been satisfactorily performed by the Contractor up to the date of the termination of this agreement, which such compensation shall not exceed the total cost incurred for the work which the Contractor was engaged in at the time of such termination, subject to audit by the State Comptroller/HRI.

J. Appendices included in DOH Grant Contracts

The following will be incorporated as appendices into any contract(s) resulting from this Request for Application.

- APPENDIX A - Standard Clauses for All New York State Contracts
- APPENDIX A-1 Agency Specific Clauses for all Department of Health contracts
- APPENDIX B - Budget
- APPENDIX C - Payment and Reporting Schedule
- APPENDIX D - Workplan
- APPENDIX H - Federal Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement (only attach if applicable)
- APPENDIX E - Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR'S insurance carrier and/or the Workers' Compensation Board, of coverage for:

Workers' Compensation, for which one of the following is incorporated into this contract as **Appendix E-1**:

- Certificate of Workers' Compensation Insurance, on the Workers' Compensation Board form C-105.2 or the State Insurance Fund Form U-26.3 (naming the Department of Health, Corning Tower Rm. 1315, Albany 12237-0016), or
- Affidavit Certifying That Compensation Has Been Secured, form SI-12 or GSI-105.2

- Statement That Applicant Does Not Require Workers' Compensation or Disability Benefits Coverage, form WC/DB-100 or 101, completed for workers' compensation; and

Disability Benefits coverage, for which one of the following is incorporated into this contract as **Appendix E-2**:

- Certificate of Insurance, form DB-120.1, or
- Notice of Qualification as Self Insurer Under Disability Benefits Law, form DB-155 or
- Statement That Applicant Does Not Require Workers' Compensation or Disability Benefits Coverage, form WC/DB-100 or 101, completed for disability benefits insurance.

NOTE: Do not include the Workers' Compensation and Disability Benefits forms with your application. These documents will be requested as a part of the contracting process should your agency receive an award.

K. For HRI Contracts Only

The following will be incorporated as an appendix into HRI contract(s) resulting from this Request for Applications (see Attachment 1/HRI):

ATTACHMENT A - General Terms and Conditions - Health Research
Incorporated Contracts

V. COMPLETING THE APPLICATION

A. Application Content and Format

Applications **SHOULD NOT exceed 12 double-spaced typed pages** (not including the Program Summary, budget and all attachments), using a 12-pitch font, with one-inch margins on all sides. **Up to five points may be deducted for applications that do not comply with these submission requirements.**

Recommended page limits for each section are indicated. The value assigned to each section is an indication of the relative weight that will be given when scoring your application.

Applicants should provide a response to all questions and statements and a budget that is reflective of service delivery. An Applicant Checklist (Attachment 9) has been included to help ensure that submission requirements have been met. Applicants should review this attachment before and after writing the application.

In assembling your application, please follow the outline provided in the Applicant Checklist (Attachment 9), with both pages of the Application Cover Page (Attachment 3) and Agency Contact (Attachment 11) at the front of the application.

Respond to each of the following statements and questions in each Section. Be specific and complete in your responses. It is strongly suggested that you number/letter your narrative to correspond to each statement and/or question in the order presented.

Section I: Program Summary

1 page

Not scored

This section is exempted from the application's overall page limitation.

A. Briefly summarize your proposed program. The summary should:

1. Describe the purpose of the program;
2. Identify the geographic area(s) to be served;
3. Describe the targeted population (including race, ethnicity, age, gender, and stage of HIV/AIDS illness), and the estimated number of PLWH/A and their dependent children that will be served each year;
4. List all the components of the AI continuum of nutrition services your agency will provide. Applicants **must** provide nutritional screenings, assessments, counseling, and group nutrition education to all clients, with the exception of clients receiving home-delivered meals, since these clients would not be able to attend group nutrition education sessions. Applicants are encouraged to provide **two or more** of the food and meal components (i.e., home-delivered meals; congregate meals; groceries/food pantry bags; and food vouchers).
5. Describe the anticipated outcomes of the program.

B. Briefly describe the management and line staff that will be responsible for implementing the program, including who will be responsible for collecting and recording the client and service data for the program.

Section II: Statement of Need

2 pages

Maximum Score:

10 points

A. Describe the need for the food and nutrition services you are proposing, including the factors that determined which components of the AI continuum for nutrition services you will offer. Include all relevant statistics. Applicants may reference, as appropriate, the work of HIV-related planning groups/activities, such as the:

1. NYS HIV Prevention Planning Group
2. New York City HIV Prevention Planning Group
3. Community Needs Index for the region.
4. Ryan White HIV Planning Council priorities
5. Ryan White HIV CARE Network Service Delivery Plan
6. Statewide Coordinated Statement of Need
7. Other local planning documents and processes

B. List programs in the targeted area, if any, providing similar services and how the proposed program will enhance, without duplication, current interventions and services provided to the targeted population(s). Describe your organization's current relationship with these other programs.

Section III: Applicant Organization
Maximum Score:

2 pages
20 points

- A. **Agency Information:** Briefly describe the agency, its overall mission and scope of services. Include the number of years of experience the agency has in providing each service, and major sources of funding.
- B. **Population Served:** Describe the populations(s) currently served by the agency including: age; gender; race; socioeconomic, immigration, and insurance status; and other significant characteristics as appropriate.
- C. **Experience:** Describe the agency's experience working with PLWH/A. Specifically include the agency's experience providing food and nutrition services to PLWH/A, particularly those listed in the AI continuum of nutrition services. Indicate the current number of PLWH/A and their dependent children the agency serves, and the current staffing pattern associated with these services.
- D. **Agency Capacity:** Describe the agency's capacity to provide administrative and executive support for its programs' implementation, fiscal management, grants management, and information systems. Describe the role of the agency's key management staff (i.e., administrative, fiscal, information systems, etc.) related to the proposed food and nutrition program.
- E. **Governance:** Describe the racial/ethnic composition of the board and staff (management and program). Provide a breakdown of the expertise of board members and specify committee assignments. See Attachment 10: Board of Directors Information Form.
- F. **Integration of Services:** Briefly describe how the proposed activities will be integrated with other programs and services within the agency.
- G. **Collaboration:**
 - 1. Describe the agency's experience in working collaboratively with other agencies providing services to the target geographic area/population in the community (ies) to be served.
 - 2. Describe the agency's participation in networks, task forces, coalitions and other planning bodies, including the agency's role and activities in these groups.
- H. **Strategies for Overcoming Barriers/Challenges:** Describe any problems anticipated in providing the proposed services and the strategies for overcoming these barriers or challenges.

**Section IV(A): Program Design and Implementation:
Food/M Meal Components**

Maximum Score

**1 page
6 points**

IMPORTANT NOTE: Applicants are encouraged to provide **two or more** of the meal and food components of the continuum. Up to **six points** will be awarded to those applicants that demonstrate through their application that they will offer more than one of the components of the continuum: **two points** will be awarded to applicants that propose to provide two of the components; **four points** will be awarded to applicants that propose to provide three of the components; **six points** will be awarded to applicants that propose to provide all four components. Food and meal components provided directly by the applicant with the requested funding, provided via-subcontract with another agency with requested funding, or funded in-kind by the applicant or by other sources will be eligible for these points.

- A. Describe which of the four food and meal components will be provided. (The four food and meal components are: home-delivered meals (hot and/or frozen); congregate meals; groceries/food pantry bags; food vouchers.)

**Section IV(B): Program Design and Implementation
Maximum Score:**

**6 pages
34 points**

- A. Describe the following aspects of the proposed program:
1. How the agency will find and engage prospective clients in need of the proposed services. List the agencies with which there are bi-directional agreements, i.e., written commitments between two agencies agreeing to accept each other's referrals. Attach letters documenting bi-directional agreements. Letters of support will not be accepted. Letters are not counted toward the specified page limit.
 2. The agency's plan to publicize the program and its services to all potential clients in the targeted region.
 3. How the agency will determine if a client is eligible for services. For example, if one of the services offered will be home delivered meals, describe the process to be used to ascertain that the clients are home-restricted and cannot shop or prepare meals for themselves.
 4. Describe whether all proposed food and meal components will be provided directly by the applicant with the requested funding; or whether some of the food and meal components will be provided via sub-contract with another agency with requested funding, or with other resources.
 5. Where and when the services proposed will be provided, including days of the week and specific hours of services.
 6. The number of meals per day the program will offer, and how many days per week and weeks per year they will be offered. If offering groceries or food vouchers, indicate how frequently they will be distributed and the number of meals the client will be able to prepare from the food distributed or with the amount of money given in the voucher. (The definition of a meal for the purposes of this funding can be found in the Meal Content section of the Standards for Client, Eligibility, Food, Meals, and Nutrition Services, Attachment 6.)
 7. The approximate cost of each meal.

8. The types of therapeutic dietary modifications or guidance that will be available to clients who are unable to consume a regular diet due to HIV-related symptoms or the side effects of medications, such as nausea, diarrhea, mouth sores, or diabetes. If children are going to be served, describe how the meals and grocery bags will be modified to meet their needs.
 9. How the agency will ensure that the preparation, serving, delivery, and storage of food and meals will meet state and/or local sanitary codes.
 10. The means and staff the agency will employ to physically deliver the proposed food and meals to its clients.
 11. How the agency will ensure that clients understand and adhere to the requirements of the program, specifically the services outlined in the Nutrition Services section of the AI Standards for Client Eligibility, Food, Meals, and Nutrition Services (Attachment 6). Describe how the program will track clients' attendance at workshops or assessment appointments. If providing food vouchers, describe the process to verify that clients are only purchasing items on the AI Allowable Food List (Attachment 7).
 12. How the agency will ensure that the meals and/or grocery/pantry bags reflect the eating patterns of the targeted clientele. How the agency will ensure that the services proposed are culturally sensitive and appropriate for the language(s) spoken and the literacy level(s) of the targeted population.
 13. The agency's procedure for transitioning clients to a food/meal component in the AI continuum of nutrition services that is more suitable to their stage of illness or physical/mental abilities. If referring to another program, that the agency does not have a formal partnership with, state the process to ensure that clients are receiving the appropriate food or meal service and nutritional care.
 14. The steps the agency will take to prepare its clients for graduation from the proposed program.
 15. The agency's approach to ensuring that clients receive appropriate and ongoing HIV-related medical and social services not provided by your program.
 16. The process the agency will use to maintain client confidentiality in accordance with Article 27F of the NYS Public Health Law.
 17. The implementation timeline for the program using Attachment 12: Program Timeline. (The timeline will not be counted toward the specified page limit.)
- B. Include a brief description of the role of each staff person in carrying out the proposed services. Describe the plans for initial and ongoing staff training and support, especially in the areas of nutrition, food safety and client confidentiality. Indicate who will be directly responsible for the development, implementation and management of the program, and the development of the program's policies and procedures. Briefly describe the qualifications and experience of these individuals.
- C. Describe how PLWH/A and affected individuals were involved in the planning and design of the proposed program, and how they will continue to be involved in an advisory capacity.
- D. All AI providers are required to report client-level data through the URS. Describe the agency's experience using URS and the ability to generate required submissions in a timely and accurate manner.

Section V: Evaluation and Quality Improvement
Maximum Score:

1 page
10 points

- A. Describe how the AI Standards for HIV Quality Improvement will be met. (See Attachment 13: HIV Quality Improvement Standards). Include a description of how the agency will conduct formal quality improvement projects to evaluate the proposed program design, including issues pertaining to agency infrastructure, resources, staff development and staffing patterns needed to support the proposed program.
1. Indicate all staff, including their credentials and experience that will be responsible for evaluation and quality management/improvement of the proposed program.
- B. Explain how progress towards meeting proposed program outcomes will be monitored, how the need to revise the program will be recognized, and how changes will be implemented.

Section VI: Budget
Maximum Score:

20 points

The budget forms are not included in the application page limit.

Complete the attached Budget Forms (see Attachment 4) including a brief narrative of each item and how you arrived at their cost on the page provided. Applicants should submit a 12-month budget, assuming an October 1, 2006 start date. All costs must be related to the provision of the services outlined in this RFA. For all existing staff, the Budget Justification must delineate how the percentage of time devoted to this initiative has been determined. **THIS FUNDING MAY ONLY BE USED TO EXPAND EXISTING ACTIVITIES OR CREATE NEW ACTIVITIES PURSUANT TO THIS RFA. THESE FUNDS MAY NOT BE USED TO SUPPLANT FUNDS FOR CURRENTLY EXISTING STAFF ACTIVITIES.**

Agencies without a federally approved rate may not exceed a rate of 10% of total direct costs. Agencies with a federally approved rate greater than or equal to 20% may request up to 20%; agencies with a federally approved rate of less than 20% may request their approved rate.

Vitamin, mineral, and nutrition supplements (e.g. Ensure, Sustacal, Juven) will not be funded as many of these are covered by Medicaid, Medicare and the NYS AIDS Drug Assistance Program (ADAP).

B. Review Process

Applications meeting the guidelines set forth above will be reviewed and evaluated competitively by panels convened by the AIDS Institute, Division of HIV Health Care, Bureau of Community Support Services. The application(s) with the highest acceptable score within each region will receive the award. If the highest score in a region is not in the acceptable range, the AIDS Institute reserves the option of redirecting funding to another region or funding the highest scoring applicant in the region and negotiating needed revisions to the application. It is anticipated that there may be more worthy applications than can be funded with available resources. Applications will be deemed to fall in one of three categories: 1) not approved, 2) approved but not funded, 3) approved and funded.

The geographical areas to be funded are the counties that fall into the federal Ryan White CARE Act Title II HIV Care Network Regions. This criteria was used to ensure statewide coverage of the funded services. If there is an insufficient number of applications received from any region, the AIDS Institute reserves the right to apply funding to other regions.

In selecting applications and determining award amounts, reviewers will consider the following factors:

- (1) clarity of applications;
- (2) responsiveness to the Request for Applications;
- (3) agency capability;
- (4) the catchment area;
- (5) the comprehensiveness of the program design;
- (6) the scope of the program and the population to be served;
- (7) the quality of the evaluation strategy;
- (8) the amount requested;
- (9) justification for costs included in the budget; and
- (10) availability of other resources for HIV Nutrition services.

A visit to an applicant's site may be necessary in cases in which the agency and its facilities are not familiar to the AIDS Institute. The purpose of such a visit would be to verify that the agency has appropriate facilities to carry out the workplan described in the application for funding. In cases in which two or more applicants for funding are judged on the basis of their written applications to be equal in quality, such applicants may be invited to meet with AIDS Institute staff. Such meetings, to be conducted in a fashion comparable to employment interviews, are for the purpose of helping to distinguish between or among the applicants based on their responses to structured questions.

Following the awarding of grants from this RFA, applicants may request a summary of their strengths and weaknesses from the NYS Department of Health AIDS Institute. This summary will be limited to the positive and negative aspects of the subject application only.

C. Attachments

Please complete and attach the following materials to the original and each copy of your application. **None of the attachments will be counted towards the application's overall page limitation.**

- Application Cover Page (Attachment 3)
- Budget Narrative and Forms (Attachment 4)
- Vendor Responsibility Questionnaire (Attachment 5)
- Applicant Checklist (Attachment 9)
- Board of Directors Information Form (Attachment 10)
- Agency Contact (Attachment 11)
- Program Timeline (Attachment 12)
- Letter of Commitment from the Executive Director or CEO (Attachment 15)
- Letter of Commitment from the Board of Directors (Attachment 16)
- Letters documenting bi-directional agreements (NOT letters of support)

For applications submitted on behalf of a consortium of providers ONLY:

- Memorandum of Agreement (MOA) with required signatures

STATE OF NEW YORK

AGREEMENT

This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

Conditions of Agreement

- A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.
- B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix for that PERIOD.
- C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.
- D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (the attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A-1.

- E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions

of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

- F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.
- G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

Payment and Reporting

- A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.
- B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.
- C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

Terminations

- A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.
- B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.
- C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.
- D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.
- E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the

effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.

- F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

V. Indemnification

- A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.
- B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

/I. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A-1.

/I. Safeguards for Services and Confidentiality

- A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.
- B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.
- C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of laws and regulations, or specified in Appendix A-1.

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$15,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$30,000 (State Finance Law Section 163.6.a).

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the

performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor

within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) **FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.** All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) **PRIVACY NOTIFICATION.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, AESOB, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment,

employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

APPENDIX A-1
(REV 02/03)

AGENCY SPECIFIC CLAUSES FOR ALL
DEPARTMENT OF HEALTH CONTRACTS

1. If the CONTRACTOR is a charitable organization required to be registered with the New York State Attorney General pursuant to Article 7-A of the New York State Executive Law, the CONTRACTOR shall furnish to the STATE such proof of registration (a copy of Receipt form) at the time of the execution of this AGREEMENT. The annual report form 497 is not required. If the CONTRACTOR is a business corporation or not-for-profit corporation, the CONTRACTOR shall also furnish a copy of its Certificate of Incorporation, as filed with the New York Department of State, to the Department of Health at the time of the execution of this AGREEMENT.
2. The CONTRACTOR certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.
3. Administrative Rules and Audits:
 - a. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the following federal grant requirements regarding administration and allowable costs.
 - i. For a local or Indian tribal government, use the principles in the common rule, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments".
 - ii. For a nonprofit organization other than
 - ◆ an institution of higher education,
 - ◆ a hospital, or
 - ◆ an organization named in OMB Circular A-122, "Cost Principles for Non-profit Organizations", as not subject to that circular,use the principles in OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations," and OMB Circular A-122.
 - iii. For an Educational Institution, use the principles in OMB Circular A-110 and OMB Circular A-21, "Cost Principles for Educational Institutions".
 - iv. For a hospital, use the principles in OMB Circular A-110, Department of Health and Human Services, 45 CFR 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals" and, if not covered for audit purposes by OMB Circular A-133, "Audits of States Local Governments and Non-profit Organizations", then subject to program specific audit requirements following Government Auditing Standards for financial audits.
 - b. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "a" above.

c. The CONTRACTOR shall comply with the following grant requirements regarding audits.

- i. If the contract is funded from federal funds, and the CONTRACTOR spends more than \$300,000 in federal funds in their fiscal year, an audit report must be submitted in accordance with OMB Circular A-133.
- ii. If this contract is funded from other than federal funds or if the contract is funded from a combination of STATE and federal funds but federal funds are less than \$300,000, and if the CONTRACTOR receives \$300,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB Circular A-133. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.

d. For audit reports due on or after April 1, 2003, that are not received by the dates due, the following steps shall be taken:

- i. If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.
- ii. If the audit report is 91 or more days late, the STATE shall recover payments for all STATE funded contracts for periods for which compliant audit reports are not received.
- iii. If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.

4. The CONTRACTOR shall accept responsibility for compensating the STATE for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.

5. FEDERAL CERTIFICATIONS: This section shall be applicable to this AGREEMENT only if any of the funds made available to the CONTRACTOR under this AGREEMENT are federal funds.

a. LOBBYING CERTIFICATION

- 1) If the CONTRACTOR is a tax-exempt organization under Section 501 (c)(4) of the Internal Revenue Code, the CONTRACTOR certifies that it will not engage in lobbying activities of any kind regardless of how funded.
- 2) The CONTRACTOR acknowledges that as a recipient of federal appropriated funds, it is subject to the limitations on the use of such funds to influence certain Federal contracting and financial transactions, as specified in Public Law 101-121, section 319, and codified in section 1352 of Title 31 of the

United States Code. In accordance with P.L. 101-121, section 319, 31 U.S.C. 1352 and implementing regulations, the CONTRACTOR affirmatively acknowledges and represents that it is prohibited and shall refrain from using Federal funds received under this AGREEMENT for the purposes of lobbying; provided, however, that such prohibition does not apply in the case of a payment of reasonable compensation made to an officer or employee of the CONTRACTOR to the extent that the payment is for agency and legislative liaison activities not directly related to the awarding of any Federal contract, the making of any Federal grant or loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. Nor does such prohibition prohibit any reasonable payment to a person in connection with, or any payment of reasonable compensation to an officer or employee of the CONTRACTOR if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application for a Federal contract, grant, loan, or cooperative agreement, or an extension, continuation, renewal, amendment, or modification thereof, or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract, grant, loan or cooperative agreement.

3) This section shall be applicable to this AGREEMENT only if federal funds allotted exceed \$100,000.

a) The CONTRACTOR certifies, to the best of his or her knowledge and belief, that:

- ♦ No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment or modification of any federal contract, grant, loan, or cooperative agreement.
- ♦ If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

b) The CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000

and not more than \$100,000 for each such failure.

- c) The CONTRACTOR shall disclose specified information on any agreement with lobbyists whom the CONTRACTOR will pay with other Federal appropriated funds by completion and submission to the STATE of the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. This form may be obtained by contacting either the Office of Management and Budget Fax Information Line at (202) 395-9068 or the Bureau of Accounts Management at (518) 474-1208. Completed forms should be submitted to the New York State Department of Health, Bureau of Accounts Management, Empire State Plaza, Coming Tower Building, Room 1315, Albany, 12237-0016.
 - d) The CONTRACTOR shall file quarterly updates on the use of lobbyists if material changes occur, using the same standard disclosure form identified in (c) above to report such updated information.
- 4) The reporting requirements enumerated in subsection (3) of this paragraph shall not apply to the CONTRACTOR with respect to:
- a) Payments of reasonable compensation made to its regularly employed officers or employees;
 - b) A request for or receipt of a contract (other than a contract referred to in clause (c) below), grant, cooperative agreement, subcontract (other than a subcontract referred to in clause (c) below), or subgrant that does not exceed \$100,000; and
 - c) A request for or receipt of a loan, or a commitment providing for the United States to insure or guarantee a loan, that does not exceed \$150,000, including a contract or subcontract to carry out any purpose for which such a loan is made.

b. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this AGREEMENT, the CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The CONTRACTOR agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

c. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Regulations of the Department of Health and Human Services, located at Part 76 of Title 45 of the Code of Federal Regulations (CFR), implement Executive Orders 12549 and 12689 concerning debarment and suspension of participants in federal programs and activities. Executive Order 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. Executive Order 12689 extends the debarment and suspension policy to procurement activities of the federal government. A person who is debarred or suspended by a federal agency is excluded from federal financial and non-financial assistance and benefits under federal programs and activities, both directly (primary covered transaction) and indirectly (lower tier covered transactions). Debarment or suspension by one federal agency has government-wide effect.

Pursuant to the above-cited regulations, the New York State Department of Health (as a participant in a primary covered transaction) may not knowingly do business with a person who is debarred, suspended, proposed for debarment, or subject to other government-wide exclusion (including any exclusion from Medicare and State health care program participation on or after August 25, 1995), and the Department of Health must require its prospective contractors, as prospective lower tier participants, to provide the certification in Appendix B to Part 76 of Title 45 CFR, as set forth below:

1) APPENDIX B TO 45 CFR PART 76-CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

- a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- d) The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

- e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions.
- g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded From Federal Procurement and Non-procurement Programs.
- h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i) Except for transactions authorized under paragraph "e" of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2) *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions*

- a) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department agency.
 - b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
6. The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service

being rendered.

7. The CONTRACTOR will not discriminate in the terms, conditions and privileges of employment, against any employee, or against any applicant for employment because of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status. The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on any of the factors listed above.

8. The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT.

9. The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.

10. The STATE may cancel this AGREEMENT at any time by giving the CONTRACTOR not less than thirty (30) days written notice that on or after a date therein specified, this AGREEMENT shall be deemed terminated and cancelled.

11. Other Modifications

a. Modifications of this AGREEMENT as specified below may be made within an existing PERIOD by mutual written agreement of both parties:

- ◆ Appendix B - Budget line interchanges;
- ◆ Appendix C - Section 11, Progress and Final Reports;
- ◆ Appendix D - Program Workplan.

b. To make any other modification of this AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s), and a Modification Agreement (Appendix X is the blank form to be used), which shall be effective only upon approval by the Office of the State Comptroller.

12. Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for

◆ Workers' Compensation, for which one of the following is incorporated into this contract as Appendix E-1:

◆ Certificate of Workers' Compensation Insurance, on the Workers' Compensation Board form C-105.2 or the State Insurance Fund Form U-26.3 (naming the Dept. of Health, Coming Tower Rm. 1315, Albany 12237-0016), or

◆ Affidavit Certifying That Compensation Has Been Secured, form SI-12 or form GSI 105.2, or

◆ Statement That Applicant Does Not Require Workers' Compensation or Disability Benefits Coverage, form 105.21, completed for workers' compensation; and

◆ Disability Benefits coverage, for which one of the following is incorporated into

this contract as Appendix E-2:

- ◆ Certificate of Disability Benefits Insurance, form DB-120.1, or
- ◆ Notice of Qualification as Self Insurer Under Disability Benefits Law, form DB-155, or
- ◆ Statement That Applicant Does Not Require Workers' Compensation or Disability Benefits Coverage, form 105.21, completed for disability benefits insurance.

13. Additional clauses as may be required under this AGREEMENT are annexed hereto as appendices and are made a part hereof if so indicated on the face page of this AGREEMENT.

APPENDIX A-2

STANDARD CLAUSES FOR ALL AIDS INSTITUTE CONTRACTS

1. Any materials, articles, papers, etc. developed by the CONTRACTOR under or in the course of performing this AGREEMENT shall contain the following, or similar acknowledgment, when deemed appropriate by the AIDS Institute: "Funded by a grant from the New York State Department of Health AIDS Institute". Any such materials must be reviewed and approved by the STATE for conformity with the policies and guidelines for the New York State Department of Health prior to dissemination and/or publication. It is agreed that such review will be conducted in an expeditious manner. Should the review result in any unresolved disagreements regarding the content, the CONTRACTOR shall be free to publish in scholarly journals along with a disclaimer that the views within the Article or the policies reflected are not necessarily those of the New York State Department of Health. The Department reserves the right to disallow funding for any educational materials not approved through its review process.

2. Any publishable or otherwise reproducible material developed under or in the course of performing this AGREEMENT, dealing with any aspect of performance under this AGREEMENT, or of the results and accomplishments attained in such performance, shall be the sole and exclusive property of the STATE, and shall not be published or otherwise disseminated by the CONTRACTOR to any other party unless prior written approval is secured by the STATE or under circumstances as indicated in paragraph 1 above. Any and all net proceeds obtained by the CONTRACTOR resulting from any such publication shall belong to and be paid over to the STATE. The STATE shall have a perpetual royalty-free, non-exclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any such material for governmental purposes.

3. No report, document or other data produced in whole or in part with the funds provided under this AGREEMENT may be copyrighted by the CONTRACTOR or any of its employees, nor shall any notice of copyright be registered by the CONTRACTOR or any of its employees in connection with any report, document or other data developed pursuant to this AGREEMENT.

4. All reports, data sheets, documents, etc. generated under this contract shall be the sole and exclusive property of the Department of Health. Upon completion or termination of this AGREEMENT the CONTRACTOR shall deliver to the Department of Health upon its demand all copies of materials relating or pertaining to this AGREEMENT. The CONTRACTOR shall have no right to disclose or use any of such material and documentation for any purpose whatsoever, without the prior written approval of the Department of Health or its authorized agents.

5. In the performance or a complete and accurate audit of the program, by the STATE, it may become necessary to extend the process to include foundations or other closely allied corporations which have as a primary goal the benefit and/or promotion of the CONTRACTOR. This extended audit would be pursued only to the extent of identifying funds received from or to be used for operation of the program, the purposes of such funds and is not intended as a monitoring device of the foundation or closely allied corporations as such.

6. The CONTRACTOR agrees to maximize third-party reimbursement available for HIV counseling, testing, medical care, case management, and other funded services, including Medicaid reimbursement for HIV primary care available through participation in the New York State Department of Health's HIV Primary Care Medicaid Program. If eligible, CONTRACTOR agrees to enroll in the HIV Primary Care Medicaid Program by signing the Provider Agreement contained in the Department of Health Memorandum 93-26 within 60 days of the execution date of this Agreement (if otherwise eligible to provide some or all of the primary care services reimbursable thereunder). The CONTRACTOR further certifies that any and all revenue earned during the term of the Agreement as a result of the services and related activities performed pursuant to this Agreement, including HIV counseling and testing, comprehensive HIV medical examinations, CD4 monitoring and associated medical treatment and case management, will be made available to the program within the health facility generating those revenues and shall be used either to expand those program services or to offset expenditures submitted by the CONTRACTOR for reimbursement. The CONTRACTOR shall request approval in writing of its proposed uses of these funds. No such revenue shall be allocated without the written endorsement of the State.

7. The CONTRACTOR, its officers, agents and employees and subcontractors shall treat all information, which is obtained by it through its performance under this AGREEMENT, as confidential information to the extent required by the laws and regulations of the United States and laws and regulations of the State of New York, including Chapter 584 of the Laws of 1988 (the New York State HIV Confidentiality Law) and the appropriate portions of the New York State Department of Health Regulation Part 63 (AIDS Testing and Confidentiality of HIV Related Information).

8. The CONTRACTOR, subcontractors or other agents must comply with New York State Department of Health AIDS Institute policy regarding access to and disclosure of personal health related information, attached to this AGREEMENT as Appendix F and made a part hereof.

9. Neither party shall be held responsible for any delay in performance hereunder arising out of causes beyond its control and without its fault or negligence. Such causes may include, but are not limited to fire, strikes, acts of God, inability to secure transportation or materials, natural disasters, or other causes beyond the control of either party.

10. The CONTRACTOR agrees not to enter into any agreements with third party organizations for the performance of its obligations, in whole or in part, under this AGREEMENT without the STATE's prior written approval of such third parties and the scope of work to be performed by them. The subcontract itself does not require the STATE's approval. The STATE's approval of the scope of work and the subcontractor does not relieve the CONTRACTOR of its obligation to perform fully under this contract.

11. All such subcontracts shall contain provisions specifying:

(1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT, and

(2) that the subcontractor specifically agrees to be bound by the confidentiality provisions set forth in the AGREEMENT between the STATE and the CONTRACTOR.

12. The CONTRACTOR agrees that it shall coordinate the activities being funded pursuant to this workplan with other organizations providing HIV-related services within its service area including, but not limited to, community service providers, community based organizations, HIV Special Needs Plans and other agencies providing primary health care - to assure the non-duplication of effort being conducted, and shall develop linkages with these providers in order to effectively coordinate and deliver services to the targeted population. As part of its reporting requirements, the contractor will in accordance with the workplan Appendix D advise the AIDS Institute as to the coordination efforts being conducted and the linkage arrangements agreed to.

13. The CONTRACTOR also agrees to assist the STATE in providing information regarding other initiatives that either party may be involved with during the term of this AGREEMENT. The CONTRACTOR in accordance with the payment and reporting schedule Appendix C is required to participate in the collection of data to evaluate the effectiveness of this initiative. The Data Collection forms will be provided to the CONTRACTOR in order to be able to measure numbers of population serviced and the impact of activities.

14. CONTRACTORS funded under the "Multiple Service Agency" and "Community Service Program" initiatives are supported, in part, for expenses relating to the maintenance of general infrastructure to sustain organizational viability. To ensure organizational viability, general infrastructure and administrative costs, as deemed appropriate by the Department of Health, may be supported subject to the review of the Commissioner of Health. Allowable expenses related to infrastructure will be explicitly outlined as a work plan objective in accordance with Appendix D and specified in Appendix B, the contract budget.

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

I. Payment and Reporting Terms and Conditions

A. The STATE may, at its discretion, make an advance payment to the CONTRACTOR, during the initial or any subsequent PERIOD, in an amount to be determined by the STATE but not to exceed 25 percent of the maximum amount indicated in the budget as set forth in the most recently approved Appendix B. If this payment is to be made, it will be due thirty calendar days, excluding legal holidays, after the later of either:

- ◆ the first day of the contract term specified in the Initial Contract Period identified on the face page of the AGREEMENT or, if renewed, in the PERIOD identified in the Appendix X, OR

- ◆ if this contract is wholly or partially supported by Federal funds, availability of the federal funds;

provided, however, that the STATE has not determined otherwise in a written notification to the CONTRACTOR suspending a Written Directive associated with this AGREEMENT, and that a proper voucher for such advance has been received in the STATE's designated payment office. If no advance payment is to be made, the initial payment under this AGREEMENT shall be due thirty calendar days, excluding legal holidays, after the later of either:

- ◆ the end of the first **monthly** period of this AGREEMENT; OR

- ◆ if this contract is wholly or partially supported by federal funds, availability of the federal funds;

provided, however, that a proper voucher for this payment has been received in the STATE's designated payment office.

B. No payment under this AGREEMENT, other than advances as authorized herein, will be made by the STATE to the CONTRACTOR unless proof of performance of required services or accomplishments is provided. If the CONTRACTOR fails to perform the services required under this AGREEMENT the STATE shall, in addition to any remedies available by law or equity, recoup payments made but not earned, by set-off against any other public funds owed to CONTRACTOR.

C. Any optional advance payment(s) shall be applied by the STATE to future payments due to the CONTRACTOR for services provided during initial or subsequent PERIODS. Should funds for subsequent PERIODS not be appropriated or budgeted by the STATE for the purpose herein specified, the STATE shall, in accordance with Section 41 of the State Finance Law, have no liability under this AGREEMENT to the CONTRACTOR, and this AGREEMENT shall be considered terminated and canceled.

D. The CONTRACTOR will be entitled to receive payments for work, projects, and services rendered as detailed and described in the program workplan, Appendix D. All payments shall be in conformance with the rules and regulations of the Office of the State Comptroller.

E. The CONTRACTOR will provide the STATE with the reports of progress or other specific work products pursuant to this AGREEMENT as described in this Appendix, below. In addition, a final report must be submitted by the CONTRACTOR no later than **thirty (30)** days after the end date of this AGREEMENT. All required reports or other work products developed under this AGREEMENT must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the STATE in order for the CONTRACTOR to be eligible for payment.

F. The CONTRACTOR shall submit to the STATE **monthly or quarterly** voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located at:

NYS DOH AIDS INSTITUTE

All vouchers submitted by the CONTRACTOR pursuant to this AGREEMENT shall be submitted to the STATE no later than **30** days after the end date of the period for which reimbursement is being claimed. In no event shall the amount received by the CONTRACTOR exceed the budget amount approved by the STATE, and, if actual disbursements by the CONTRACTOR are less than such sum, the amount payable by the STATE to the CONTRACTOR shall not exceed the amount of actual disbursements.

All contract advances in excess of actual disbursements will be recouped by the STATE prior to the end of the applicable budget period.

II. Progress and Final Reports

Organization Name:

Budget Period:

Report Type:

- A. Narrative/Qualitative Report
"Contractor" will submit, on a **monthly or quarterly** basis, not later than **30** days from the end of the **month**, a report, in narrative form, summarizing the services rendered during the **month**. This report will detail how the "Contractor" has progressed toward attaining the qualitative goals enumerated in the Program Workplan (Appendix D). (Note: This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.)
- B. Statistical/Quantitative Report
"Contractor" will submit, on a **monthly or quarterly** basis, not later than **30** days from the end of the **month**, a detailed report analyzing the quantitative aspects of the program plan, as appropriate. (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)
- C. Expenditure Report
"Contractor" will submit, on a **monthly or quarterly** basis, not later than **30** days after the end date for which reimbursement is being claimed, a detailed expenditure report, by object of expense. This report will accompany the voucher submitted for such period.
- D. Final Report
"Contractor" will submit a final report, as required by the contract, reporting on all aspects of the program, detailing how the use of grant funds were utilized in achieving the goals set forth in the program Workplan.

Language contained in Appendix C of the contract states that the contractor is not eligible for payment "unless proof of performance of required services or accomplishments is provided." The work plan as a whole should be structured around this concept to ensure that the Department does not pay for services that have not been rendered.

APPENDIX F

AIDS INSTITUTE POLICY

Access to and Disclosure of Personal Health Related Information

Statement of Purpose

The purpose of this policy is to set forth methods and controls to restrict dissemination and maintain control of confidential personal health related information by contractors, subcontractors and other agents of the Department of Health AIDS Institute.

Definition

For the purpose of this policy, personal health related information means any information concerning the health of a person which identifies or could reasonably be used to identify a person.

Access

- a) Contractors, subcontractors or other agents of the Department of Health AIDS Institute are not to have access to personal health related information except as part of their official duties;
- b) Access to personal health related information by contractors, subcontracts or other agents of the Department of Health AIDS Institute is to be authorized only after employees have been trained in the responsibilities associated with access to the information;
- c) Contractors, subcontractors, or other agents of the Department of Health AIDS Institute may be authorized to have access to specific personal health related information only when reasonably necessary to perform the specific activities for which they have been designated.

Disclosure

All entities, organizations and community agencies who contract with the AIDS Institute shall utilize a Department of Health-approved "Authorization For Release of Confidential HIV Related Information" form (Form DOH-2557 or DOH-2557S), copies of which are included in this Appendix F, when receiving or requesting HIV-related information. No contractor, subcontractor or other agent of the Department of Health AIDS Institute who has knowledge of personal health related information in the course of employment, shall disclose such information to any other person unless such disclosure is in accordance with law, DOH regulations and policy, and the information is required to perform an officially designated function.

Disposition

Documents containing personal health related information shall be disposed of in a manner in which the confidentiality will not be compromised.

Confidentiality Protocols

- a) Each contractor, subcontractor or other agent of the Department of Health AIDS Institute will develop confidentiality protocols which meet the requirements of this section. The protocols shall include as necessary:
 - (1) measures to ensure that letters, memoranda and other documents containing personal health related information are accessible only by authorized personnel;
 - (2) measures to ensure that personal health related information stored electronically is protected from access by unauthorized persons;
 - (3) measures to ensure that only personal health related information necessary to fulfill authorized functions is maintained;

- (4) measures to ensure that staff working with personal health related information secure such information from casual observance or loss and that such documents or files are returned to confidential storage on termination of use;
- (5) measures to ensure that personal health related information is not inappropriately copied or removed from control;
- (6) measures to provide safeguards to prevent discrimination, abuse or other adverse actions directed toward persons to whom personal health related information applies;
- (7) measures to ensure that personal health related information is adequately secured after working hours;
- (8) measures to ensure that transmittal of personal health related information outside of the contractor, subcontractor or other agent of the Department of Health AIDS Institute is in accordance with law, Department of Health regulation and policy;
- (9) measures to protect the confidentiality of personal health related information being transferred to other units within the contractor, subcontractor or other agent's operation; and
- (10) measures to ensure that documents or files that contain personal health related information that are obsolete or no longer needed are promptly disposed of in such a manner so as to not compromise the confidentiality of the documents.

c) Protocols for ensuring confidentiality of personal health related information are to be updated whenever program activity change renders the established protocol obsolete or inadequate.

Employee Training

a) Employees of contractors, subcontractors of other agents of the Department of Health AIDS Institute are to be trained with respect to responsibilities and authorization to access personal health related information.

b) Employees authorized to access personal health related information are to be advised in writing that they shall not:

- (1) examine documents or computer data containing personal health related information unless required in the course of official duties and responsibilities;
- (2) remove from the unit or copy such documents or computer data unless acting within the scope of assigned duties;
- (3) discuss the content of such documents or computer data with any person unless that person had authorized access and the need to know the information discussed; and,
- (4) illegally discriminate, abuse or harass a person to whom personal health related information applies.

Employee Attestation.

Each employee, upon receiving training, shall sign a statement acknowledging that violation of confidentiality statutes and rules may lead to disciplinary action, including suspension or dismissal from employment and criminal prosecution. Each employee's signed attestation is to be centrally maintained in the employee's personal history file.

HIPAA Compliant Authorization for Release of Medical Information and Confidential HIV* Related Information

New York State Department of Health

This form authorizes release of medical information including HIV-related information. You may choose to release just your non-HIV medical information, just your HIV-related information, or both. Your information may be protected from disclosure by federal privacy law and state law. Confidential HIV-related information is any information indicating that a person has had an HIV-related test, or has HIV infection, HIV-related illness or AIDS, or any information that could indicate a person has been potentially exposed to HIV.

Under New York State Law HIV-related information can only be given to people you allow to have it by signing a written release. This information may also be released to the following: health providers caring for you or your exposed child; health officials when required by law; insurers to permit payment; persons involved in foster care or adoption; official correctional, probation and parole staff; emergency or health care staff who are accidentally exposed to your blood, or by special court order. Under State law, anyone who illegally discloses HIV-related information may be punished by a fine of up to \$5,000 and a jail term of up to one year. However, some re-disclosures of medical and/or HIV-related information are not protected under federal law. For more information about HIV confidentiality, call the New York State Department of Health HIV Confidentiality Hotline at 1-800-962-5065; for information regarding federal privacy protection, call the Office for Civil Rights at 1-800-368-1019.

By checking the boxes below and signing this form, medical information and/or HIV-related information can be given to the people listed on page two (or additional sheets if necessary) of the form, for the reason(s) listed. Upon your request, the facility or person disclosing your medical information must provide you with a copy of this form.

I consent to disclosure of (please check all that apply):

- ☐ My HIV-related information
☐ Both (non-HIV medical and HIV-related information)
☐ My non-HIV medical information **

Information in the box below must be completed.

Name and address of facility/person disclosing HIV-related and/or medical information:

Name of person whose information will be released: _____

Name and address of person signing this form (if other than above):

Relationship to person whose information will be released: _____

Describe information to be released: _____

Reason for release of information: _____

Time Period During Which Release of Information is Authorized From: _____ To: _____

Disclosures cannot be revoked, once made. Additional exceptions to the right to revoke consent, if any:

Description of the consequences, if any, of failing to consent to disclosure upon treatment, payment, enrollment or eligibility for benefits
(Note: Federal privacy regulations may restrict some consequences):

All facilities/persons listed on pages 1,2 (and 3 if used) of this form may share information among and between themselves for the purpose of providing medical care and services. Please sign below to authorize.

Signature _____ Date _____

*Human Immunodeficiency Virus that causes AIDS

** If releasing only non-HIV medical information, you may use this form or another HIPAA-compliant general medical release form.

**HIPAA Compliant Authorization for Release of Medical Information
and Confidential HIV* Related Information**

Complete information for each facility/person to be given general medical information and/or HIV-related information.
Attach additional sheets as necessary. It is recommended that blank lines be crossed out prior to signing.

Name and address of facility/person to be given general medical and/or HIV-related information:

Reason for release, if other than stated on page 1:

If information to be disclosed to this facility/person is limited, please specify:

Name and address of facility/person to be given general medical and/or HIV-related information:

Reason for release, if other than stated on page 1:

If information to be disclosed to this facility/person is limited, please specify:

The law protects you from HIV related discrimination in housing, employment, health care and other services. For more information call the New York State Division of Human Rights Office of AIDS Discrimination Issues at 1-800-523-2437 or (212) 480-2522 or the New York City Commission on Human Rights at (212) 306-7500. These agencies are responsible for protecting your rights.

My questions about this form have been answered. I know that I do not have to allow release of my medical and/or HIV-related information, and that I can change my mind at any time and revoke my authorization by writing the facility/person obtaining this release. I authorize the facility/person noted on page one to release medical and/or HIV-related information of the person named on page one to the organizations/persons listed.

Signature _____ Date _____
(Subject of information or legally authorized representative)

If legal representative, indicate relationship to subject: _____

Print Name _____

Client/Patient Number _____

**HIPAA Compliant Authorization for Release of Medical Information
and Confidential HIV* Related Information**

**Complete information for each facility/person to be given general medical information and/or HIV-related information.
Attach additional sheets as necessary. Blank lines may be crossed out prior to signing.**

Name and address of facility/person to be given general medical and/or HIV-related information:

Reason for release, if other than stated on page 1:

If information to be disclosed to this facility/person is limited, please specify:

Name and address of facility/person to be given general medical and/or HIV-related information:

Reason for release, if other than stated on page 1:

If information to be disclosed to this facility/person is limited, please specify:

Name and address of facility/person to be given general medical and/or HIV-related information:

Reason for release, if other than stated on page 1:

If information to be disclosed to this facility/person is limited, please specify:

If any/all of this page is completed, please sign below:

Signature _____ Date _____

Client/Patient Number _____

**Autorización para divulgar información médica e información
confidencial relativa al VIH* conforme a la ley de Responsabilidad
y Transferibilidad de Seguros Médicos (HIPAA)**

Departamento de Salud del Estado de Nueva York

Mediante este formulario se autoriza la divulgación de información médica, incluso de datos relativos al VIH. Usted puede optar por permitir la divulgación de información relacionada con el VIH únicamente, información ajena al VIH únicamente o ambos tipos. La divulgación de tal información puede estar protegida por leyes de confidencialidad federales y estatales. Se considera "información confidencial relativa al VIH" toda información que indique que una persona se ha hecho una prueba relativa al VIH, está infectada con el VIH o tiene SIDA u otra enfermedad relacionada con el VIH, y toda otra información que podría indicar que una persona ha estado potencialmente expuesta al VIH.

Según las leyes del Estado de Nueva York, sólo se puede divulgar información relativa al VIH a aquellas personas a quien usted autorice mediante la firma de un permiso escrito. También puede divulgarse a las siguientes personas y organizaciones: profesionales de la salud a cargo de su atención o la de su hijo expuesto; funcionarios de salud cuando lo exija la ley; aseguradores (para poder efectuar pagos); personas que participen en el proceso de adopción o colocación en hogares sustitutos; personal oficial correccional o afectado al proceso de libertad condicional; personal de salud o atención de emergencias que haya estado expuesto accidentalmente a su sangre; o a personas autorizadas mediante una orden judicial especial. Según lo estipulado por las leyes estatales, cualquier persona que ilegalmente revele información relacionada con el VIH puede ser sancionada con una multa de hasta \$5,000 o encarcelada por un período de hasta un año. No obstante, las leyes estatales no protegen las divulgaciones repetidas de cierta información médica o relacionada con el VIH. Para obtener más información acerca de la confidencialidad de la información relativa al VIH, llame a la línea directa de confidencialidad sobre el VIH del Departamento de Salud del Estado de Nueva York al 1 800 962 5065. Si desea obtener información acerca de la protección federal de la privacidad, llame a la Oficina de Derechos Cíviles al 1 800 368 1019.

Al marcar las casillas que se encuentran a continuación y firmar este formulario, se autoriza la divulgación de información médica o relativa al VIH a las personas que figuran en la página dos de este formulario (o en páginas adicionales según corresponda), por las razones enumeradas. Cuando usted lo solicite, el establecimiento o la persona que reveló su información médica le deberá proporcionar una copia del formulario.

Autorizo la divulgación de (marque todas las opciones que correspondan):

☐

Mi información relativa al VIH

☐

Ambas (información médica tanto ajena como relativa al VIH)

☐

Mi información médica ajena al VIH**

Complete la información en el siguiente cuadro.

El establecimiento o la persona que divulgue la información debe completar el recuadro que se encuentra a continuación:

Nombre y dirección del establecimiento o profesional que divulga la información médica o relativa al VIH:

Nombre de la persona cuya información será divulgada: _____

Nombre y dirección de la persona que firma este formulario (si difiere de la persona mencionada anteriormente):

Relación con la persona cuya información será divulgada: _____

Describa la información que se ha de divulgar: _____

Motivo de la divulgación: _____

Período durante el cual se autoriza la divulgación de la información Desde: _____ Hasta: _____

Una vez que la información ha sido divulgada, la autorización no podrá ser revocada. Excepciones adicionales al derecho de revocar una autorización, de existir las: _____

Descripción de las consecuencias que la prohibición de la divulgación puede traer al momento del tratamiento, el pago, la inscripción o la elegibilidad para beneficios (Observaciones: Las reglamentaciones federales sobre privacidad pueden restringir algunas consecuencias):

Todas las instalaciones o personas incluidas en las páginas 1, 2 (y 3 si se la utiliza) de este formulario podrán compartir información entre sí con el propósito de prestar atención y servicios médicos. Firme a continuación para autorizar.

Firma _____ Fecha _____

*Virus de la inmunodeficiencia humana que causa el SIDA

** Si sólo se divulga información médica no relacionada con el VIH, puede utilizar este formulario u otro formulario de divulgación médica conforme a la HIPAA.

**Autorización para divulgar información médica e información confidencial relativa al VIH*
conforme a la ley de Responsabilidad y Transferibilidad de Seguros Médicos (HIPAA)**

Complete la información para cada establecimiento o persona que recibirá información médica general o relativa al VIH. Adjunte hojas adicionales según sea necesario. Se recomienda tachar las líneas dejadas en blanco antes de firmar.

Nombre y dirección del establecimiento o la persona a quien se le brindará la información médica general o relativa al VIH:

Motivo de la divulgación, si difiere de lo indicado en la página 1:

Si se debe limitar la información que se ha de develar a este establecimiento o persona, especifique las restricciones.

Nombre y dirección del establecimiento o la persona a quien se le brindará la información médica general o relativa al VIH:

Motivo de la divulgación, si difiere de lo indicado en la página 1:

Si se debe limitar la información que se ha de develar a este establecimiento o persona, especifique las restricciones.

Las leyes lo protegen de la discriminación relativa al VIH en lo referente a servicios de vivienda, trabajo, atención médica, etc. Para obtener más información, llame a la División de Derechos Humanos del Estado de Nueva York, Oficina para Asuntos de Discriminación a Pacientes con SIDA al 1 800 523 2437 o al (212) 480-2493, o bien comuníquese con la Comisión de Derechos Humanos de la Ciudad de Nueva York al (212) 306 5070. Estas agencias son las encargadas de proteger sus derechos.

He recibido respuestas a mis preguntas referidas a este formulario. Sé que no tengo la obligación de autorizar la divulgación de mi información médica o relativa al VIH y que puedo cambiar de parecer en cualquier momento y revocar mi autorización enviando una solicitud por escrito al establecimiento o profesional que corresponda. Autorizo al establecimiento o a la persona indicada en la página uno a divulgar información médica o relativa al VIH de la persona también mencionada en la página uno a las organizaciones o personas enumeradas.

Firma _____ Fecha _____
(Persona a la que se le hará la prueba o representante legal autorizado)

Si es un representante legal, indique la relación con el paciente:

Nombre (en letra de imprenta) _____

Número de paciente o cliente _____

**Autorización para divulgar información médica e información confidencial relativa al VIH*
conforme a la ley de Responsabilidad y Transferibilidad de Seguros Médicos (HIPAA)**

Complete la información para cada establecimiento o persona que recibirá información médica general o relativa al VIH. Adjunte hojas adicionales según sea necesario. Se recomienda tachar las líneas dejadas en blanco antes de firmar.

Nombre y dirección del establecimiento o la persona a quien se le brindará la información médica general o relativa al VIH:

Motivo de la divulgación, si difiere de lo indicado en la página 1:

Si se debe limitar la información que se ha de develar a este establecimiento o a esta persona, especifique las restricciones.

Nombre y dirección del establecimiento o la persona a quien se le brindará la información médica general o relativa al VIH:

Motivo de la divulgación, si difiere de lo indicado en la página 1:

Si se debe limitar la información que se ha de develar a este establecimiento o a esta persona, especifique las restricciones.

Nombre y dirección del establecimiento o la persona a quien se le brindará la información médica general o relativa al VIH:

Motivo de la divulgación, si difiere de lo indicado en la página 1:

Si se debe limitar la información que se ha de develar a este establecimiento o a esta persona, especifique las restricciones.

Si completó esta página en forma total o parcial, sírvase firmar a continuación:

Firma _____ Fecha _____

Número de paciente o cliente _____

APPENDIX X

Agency Code _____

Contract No. _____

Period _____

Funding Amount for Period _____

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through _____ having its principal office at _____, (hereinafter referred to as the STATE), and _____ (hereinafter referred to as the CONTRACTOR), for modification of Contract Number _____ as amended in attached Appendix(ices) _____. All other provisions of said AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

CONTRACTOR SIGNATURE

STATE AGENCY SIGNATURE

By: _____

By: _____

Printed Name _____

Printed Name _____

Title: _____

Title: _____

Date: _____

Date: _____

State Agency Certification:

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

STATE OF NEW YORK)

County of _____)

SS:

On the _____ day of _____, 2005, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the corporation described herein which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the board of directors of said corporation.

(Notary) _____

STATE COMPTROLLER'S SIGNATURE

Title: _____

Date: _____

AGREEMENT



This Agreement, made this ____ day of ____, 2002 by and between HEALTH RESEARCH, INC., with offices located at One University Place, Rensselaer, NY 12144-3455, hereinafter referred to as "HRI, a domestic not-for profit corporation, and

New York, NY 10007 hereinafter referred to as the "Contractor"
(a(n) Non-Profit)

WITNESSETH

WHEREAS, HRI has been awarded a grant from the --
Center Disease Control Prevent, hereinafter referred to as the "Project Sponsor"
under grant/contract number u62ccu20206117, hereinafter referred to as "Sponsor Reference"; and,

WHEREAS, part of the overall project involves the following:

WHEREAS, the Contractor has represented to HRI that it is knowledgeable, qualified, and experienced in the skill(s) required for this project, and that it is willing and capable of performing the services required hereunder

Now therefore, in consideration of the promises and mutual covenants herein, the parties hereto agree as follows:

Definitions: Throughout this Agreement, the following terms shall have the following definitions:

"Contract Start Date" -

"Contract End Date" -

"Total Contract Amount" -

"HRI Project Director" -

"Required Voucher Frequency" -

"HRI Reference Number" -

"Catalog of Federal Domestic Assistance Number" - (This contract is Federally funded)

"Budget Flexibility Percentage" (Budget categories may be increased/decreased by this percentage-
within Total Contract Amount)

Attachments / Exhibits: The following are hereby incorporated and made a part of this Agreement:

Exhibit A - "Scope of Work"

Exhibit B - "Budget"

Exhibit C - Reporting/Vouchering Instructions

Attachment A - "General Conditions for HRI Contracts"

Attachment B - "AIDS Institute Clauses for HRI Contracts"

Attachment C - "Modifications to General Conditions and/or Program Specific Clauses" (if checked) []

Attachment D - "AIDS Institute Policy on Access to and Disclosure of Personal Health Related Information"

Attachment E - "Content of AIDS-Related Written Materials..."

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date first above set forth.

Health Research, Inc.

Federal ID:

Name:

Title:

Name:

Title:

Exhibit C
Reporting, Vouchering and Other Requirements

NEW YORK STATE DEPARTMENT OF HEALTH 59

The Reporting Frequency for this Contract shall be:

- ☐ Monthly ☐ Quarterly ☐ Semi Annually ☐ Annually
☐ Other (specify) _____

The Evaluation Frequency for this Contract shall be:

- ☐ Monthly ☐ Quarterly ☐ Semi Annually ☐ Annually
☐ Other (specify) _____ ☐ Not Applicable

Voucher /Reports submission:

The Contractor shall submit all vouchers and reports required hereunder to the address noted:

5 Penn Plaza Room _____
New York , NY 10001-1803

Empire State Plaza, Corning Tower
Room _____
Albany, NY 12237-0658

AIDS Institute
P.O. Box 2055 Empire State Plaza
Albany, NY 12220

AIDS Institute
P.O. Box 2118 Empire State Plaza
Albany, NY 12220

AIDS Institute
P.O. Box 2119 Empire State Plaza
Albany, NY 12220

254 West 31st Street
9th Floor
New York, NY 10001

Health Research Inc.
66 Hackett Blvd. 3rd Floor
Albany, NY 12209

Attachment A
General Terms and Conditions - Health Research Incorporated Contracts

1. Term - This Agreement shall be effective and allowable costs may be incurred by the Contractor from the Contract Start Date through the Contract End Date, (hereinafter, the Term) unless terminated sooner as hereinafter provided.

2. Allowable Costs/Contract Amount -

a) In consideration of the Contractor's performance under this Agreement, HRI shall reimburse the Contractor for allowable costs incurred in performing the Scope of Work, which is attached hereto as Exhibit A, in accordance with the terms and subject to the limits of this Agreement.

b) It is expressly understood and agreed that the aggregate of all allowable costs under this reimbursement contract shall in no event exceed the Total Contract Amount, except upon formal amendment of this Agreement as provided herein below.

c) The allowable cost of performing the work under this contract shall be the costs approved in the Budget attached hereto as Exhibit B and actually incurred by the Contractor, either directly incident or properly allocable (as reasonably determined by HRI) to the contract, in the performance of the Scope of Work. To be allowable, a cost must be consistent (as reasonably determined by HRI) with policies and procedures that apply uniformly to both the activities funded under this Agreement and other activities of the Contractor. Contractor shall supply documentation of such policies and procedures to HRI when requested.

d) Irrespective of whether the "Audit Requirements" specified in paragraph 3(a) are applicable to this Agreement, all accounts and records of cost relating to this Agreement shall be subject to inspection by HRI or its duly authorized representative(s) and/or the Project Sponsor during the Term and for seven years thereafter. Any reimbursement made by HRI under this Agreement shall be subject to retroactive correction and adjustment upon such audits. The Contractor agrees to repay HRI promptly any amount(s) determined on audit to have been incorrectly paid. HRI retains the right, to the extent not prohibited by law or its agreements with the applicable Project Sponsor(s) to recoup any amounts required to be repaid by the Contractor to HRI by offsetting those amounts against amounts due to the Contractor from HRI pursuant to this or other agreements. The Contractor shall maintain appropriate and complete accounts, records, documents, and other evidence showing the support for all costs incurred under this Agreement.

3. Administrative, Financial and Audit Regulations -

a) This Agreement shall be audited, administered, and allowable costs shall be determined in accordance with the terms of this Agreement and the requirements and principles applicable to the Contractor as noted below. The federal regulations specified below apply to the Contractor (excepting the "Audit Requirements," which apply to federally funded projects only), regardless of the source of the funding specified (federal/non federal) on the face page of this Agreement. For non-federally funded projects any right granted by the regulation to the federal sponsor shall be deemed granted to the Project Sponsor. It is understood that a Project Sponsor may impose restrictions/requirements beyond those noted below in which case such restrictions/requirements will be noted in Attachment B Program Specific Requirements.

Contractor Type	Administrative Requirements	Cost Principles	Audit Requirements Federally Funded Only
College or University	OMB Circular A-110	OMB Circular A-21	OMB Circular A-133
Non Profit	OMB Circular A-110	OMB Circular A-122	OMB Circular A-133
State, Local Gov. or Indian Tribe	OMB Circular A-102	OMB Circular A-87	OMB Circular A-133
Private Agencies	45 CFR Part 74	48 CFR Part 31.2	OMB Circular A-133
Hospitals	OMB Circular A110	45 CFR Part 74	OMB Circular A-133

b) If this Contract is federally funded, the Contractor will provide copies of audit reports required under any of the above audit requirements to HRI within 30 days after completion of the audit.

4. Payments -

a) No payments will be made by HRI until such time as HRI is in receipt of the following items:

- Insurance Certificates pursuant to Article 8;
- A copy of the Contractor's latest audited financial statements (including management letter if requested);
- A copy of the Contractor's most recent 990 or Corporate Tax Return;
- A copy of the Contractor's approved federal indirect cost rate(s) and fringe benefit rate (the "federal rates"); or documentation (which is acceptable to HRI) which shows the Contractor's methodology for allocating these costs to this Agreement. If, at any time during the Term the federal rates are lower than those approved for this Agreement, the rates applicable to this Agreement will be reduced to the federal rates;
- A copy of the Contractor's time and effort reporting system procedures (which are acceptable to HRI) if salaries and wages are approved in the Budget.
- Further documentation as requested by HRI to establish the Contractor's fiscal and programmatic capability to perform under this Agreement.

Unless and until the above items are submitted to and accepted by HRI, the Contractor will incur otherwise allowable costs at its own risk and without agreement that such costs will be reimbursed by HRI pursuant to the terms of this Agreement. No payments, which would otherwise be due under this Agreement, will be due by HRI until such time, if ever, as the above items are submitted to and accepted by HRI.

b) The Contractor shall submit voucher claims and reports of expenditures at the Required Voucher Frequency noted on the face page of this Agreement, in such form and manner, as HRI shall require. HRI will reimburse Contractor upon receipt of expense vouchers pursuant to the Budget in Exhibit B, so long as Contractor has adhered to all the terms of this Agreement and provided the reimbursement is not disallowed or disallowable under the terms of this Agreement. All information required on the voucher must be provided or HRI may pay or disallow the costs at its discretion. HRI reserves the right to request additional back up documentation on any voucher submitted. Further, all vouchers must be received within thirty (30) days of the end of each period defined as the Required Voucher Frequency (i.e. each month, each quarter). Vouchers received after the 30-day period may be paid or disallowed at the discretion of HRI. Contractor shall submit a final voucher designated by the Contractor as the "Completion Voucher" no later than Sixty (60) days from termination of the Agreement.

c) The Contractor agrees that if it shall receive or accrue any refunds, rebates, credits or other amounts (including any interest thereon) that relate to costs for which the Contractor has been reimbursed by HRI under this Agreement it shall notify HRI of that fact and shall pay or, where appropriate, credit HRI those amounts.

d) The Contractor represents, warrants and certifies that reimbursement claimed by the Contractor under this Agreement shall not duplicate reimbursement received from other sources, including, but not limited to client fees, private insurance, public donations, grants, legislative funding from units of government, or any other source. The terms of this paragraph shall be deemed continuing representations upon which HRI has relied in entering into and which are the essences of its agreements herein.

5. Termination - Either party may terminate this Agreement with or without cause at any time by giving thirty (30) days written notice to the other party. HRI may terminate this Agreement immediately upon written notice to the Contractor in the event of a material breach of this Agreement by the Contractor. It

is understood and agreed, however, that in the event that Contractor is in default upon any of its obligations hereunder at the time of any termination, such right of termination shall be in addition to any other rights or remedies which HRI may have against Contractor by reason of such default.

6. Indemnity - Contractor agrees to indemnify, defend and hold harmless, HRI, its officers, directors, agents, servants, employees and representatives, the New York State Department of Health, and the State of New York from and against any and all claims, actions, judgments, settlements, loss or damage, together with all costs associated therewith, including reasonable attorneys' fees arising from, growing out of, or related to the Contractor or its agents, employees, representatives or subcontractor's performance or failure to perform during and pursuant to this Agreement. In all subcontracts entered into by the Contractor, the Contractor will include a provision requiring the subcontractor to provide the same indemnity and hold harmless to the indemnified parties specified in this paragraph.

7. Amendments/Budget Changes –

- a) This Agreement may be changed, amended, modified or extended only by mutual consent of the parties provided that such consent shall be in writing and executed by the parties hereto prior to the time such change shall take effect.
- b) In no event shall there be expenses charged to a restricted budget category without prior written consent of HRI.
- c) The Budget Flexibility Percentage indicates the percent change allowable in each category of the Budget, with the exception of a restricted budget category. As with any desired change to this Agreement, budget category deviations exceeding the Budget Flexibility Percentage in any category of the Budget are not permitted unless approved in writing by HRI. In no way shall the Budget Flexibility Percentage be construed to allow the Contractor to exceed the Total Contract Amount less the restricted budget line, nor shall it be construed to permit charging of any unallowable expense to any budget category. An otherwise allowable charge is disallowed if the charge amount plus any Budget Flexibility Percentage exceeds the amount of the budget category for that cost.

8. Insurance -

a) The Contractor shall maintain or cause to be maintained, throughout the Term, insurance or self-insurance equivalents of the types and in the amounts specified in section b) below. Certificates of Insurance shall evidence all such insurance. It is expressly understood that the coverage's and limits referred to herein shall not in any way limit the liability of the Contractor. The Contractor shall include a provision in all subcontracts requiring the subcontractor to maintain the same types and amounts of insurance specified in b) below.

b) Types of Insurance--the types of insurance required to be maintained throughout the Term are as follows:

- 1) Workers Compensation for all employees of the Contractor and Subcontractors engaged in performing this Agreement, as required by applicable laws.
- 2) Disability insurance for all employees of the Contractor engaged in performing this Agreement, as required by applicable laws.
- 3) Employer's liability or similar insurance for damages arising from bodily injury, by accident or disease, including death at any time resulting therefrom, sustained by employees of the Contractor or subcontractors while engaged in performing this Agreement.
- 4) Commercial General Liability insurance for bodily injury, sickness or disease, including death, property damage liability and personal injury liability with limits as follows:

Each Occurrence - \$1,000,000
Personal and Advertising Injury - \$1,000,000
General Aggregate - \$2,000,000

5) If hired or non-owned motor vehicles are used by the Contractor in the performance of this Agreement, Hired and non-owned automobile liability insurance with a combined single limit of liability of \$1,000,000.

6) If the Contractor uses its own motor vehicles in the performance of the Agreement, Automobile Liability Insurance covering any auto with combined single limit of liability of \$1,000,000.

7) If specified by HRI, Professional Liability Insurance with limits of liability of \$1,000,000 each occurrence and \$3,000,000 aggregate.

c) The insurance in b) above shall:

1) Health Research, Inc., the New York State Department of Health and New York State, shall be included as Additional Insureds on the Subcontractor's CGL policy using ISO Additional Insured endorsement CG 20 10 11 85, or CG 20 10 10 93 and CG 20 37 10 01, or CG 20 33 10 01 and CG 20 37 10 01, or an endorsement providing equivalent coverage to the Additional Insureds. This insurance for the Additional Insureds shall be as broad as the coverage provided for the named insured Contractor. This insurance for the Additional Insureds shall apply as primary and non-contributing insurance before any insurance or self-insurance, including any deductible, maintained by, or provided to the Additional Insureds;

2) Provide that such policy may not be canceled or modified until at least 30 days after receipt by HRI of written notice thereof; and

3) Be reasonably satisfactory to HRI in all other respects.

9. Publications - All written materials, publications, audio-visuals that are either presentations of, or products of the Scope of Work will credit HRI, the New York State Department of Health and the Project Sponsor and will specifically reference the Sponsor Reference Number as the contract/grant funding the work. This requirement shall be in addition to any publication requirements or provisions specified in Attachment B – Program Specific Clauses.

10. Title -

a) Unless noted otherwise in either Attachment B or C hereto, title to all equipment purchased by the Contractor with funds from this Agreement will remain with Contractor. Notwithstanding the foregoing, at any point during the Term or within 180 days after the expiration of the Term, HRI may require, upon written notice to the Contractor, that the Contractor transfer title to some or all of such equipment to HRI at no cost to HRI. The Contractor agrees to expeditiously take all required actions to effect such transfer of title to HRI when so requested. In addition to any requirements or limitations imposed upon the Contractor pursuant to paragraph 3 hereof, during the Term and for the 180 day period after expiration of the Term, the Contractor shall not transfer, convey, sublet, hire, lien, grant a security interest in, encumber or dispose of any such equipment. The provisions of this paragraph shall survive the termination of this Agreement.

b) Title and ownership of all materials developed under the terms of this Agreement, or as a result of the Project (hereinafter the "Work"), whether or not subject to copyright, will be the property of HRI. The Work constitutes a work made for hire, which is owned by HRI. HRI reserves all rights, titles, and interests in the copyrights of the Work. The Contractor shall take all steps necessary to implement the rights granted in this paragraph to HRI. The provisions of this paragraph shall survive the termination of this Agreement.

11. Confidentiality - Information relating to individuals who may receive services pursuant to this Agreement shall be maintained and used only for the purposes intended under the Agreement and in conformity with applicable provisions of laws and regulations or specified in Attachment B, Program Specific Clauses.

12. Non-Discrimination -

a) The Contractor will not discriminate in the terms, conditions and privileges of employment, against any employee, or against any applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. The Contractor has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including, but not limited to managerial personnel, based on any of the factors listed above.

b) The Contractor shall not discriminate on the basis of race, creed, color, sex national origin, age, disability or marital status against any person seeking services for which the Contractor may receive reimbursement or payment under this Agreement.

c) The Contractor shall comply with all applicable Federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of service.

13. Use of Names - Unless otherwise specifically provided for in Attachment B, Program Specific Clauses, and excepting the acknowledgment of sponsorship of this work as required in paragraph 9 hereof (Publications), the Contractor will not use the names of Health Research, Inc. the New York State Department of Health, the State of New York or any employees or officials of these entities without the expressed written approval of HRI.

14. Site Visits and Reporting Requirements -

a) HRI and the Project Sponsor or their designee(s) shall have the right to conduct site visits where services are performed and observe the services being performed by the Contractor and any subcontractor. The Contractor shall render all assistance and cooperation to HRI and the Project Sponsor in connection with such visits. The surveyors shall have the authority, to the extent designated by HRI, for determining contract compliance as well as the quality of services being provided.

b) The Contractor agrees to provide the HRI Project Director, or his or her designee complete reports, including but not limited to, narrative and statistical reports relating to the project's activities and progress at the Reporting Frequency specified in Exhibit C. The format of such reports will be determined by the HRI Project Director and conveyed in writing to the Contractor.

15. Miscellaneous -

a) Contractor and any subcontractor are independent contractors, not partners, joint venturers, or agents of HRI, the New York State Department of Health or the Project Sponsor; nor are the Contractor's or subcontractor's employees considered employees of HRI, the New York State Department of Health or the Project Sponsor for any reason. Contractor shall pay employee compensation, fringe benefits, disability benefits, workers compensation and/or withholding and other applicable taxes (collectively the "Employers Obligations") when due. The contractor shall include in all subcontracts a provision requiring the subcontractor to pay its Employer Obligations when due.

b) This Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, subjected to any security interest or encumbrance of any type, or disposed of without the previous consent, in writing, of HRI.

c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

d) Regardless of the place of physical execution or performance, this Agreement shall be construed according to the laws of the State of New York and shall be deemed to have been executed in the State of New York. Any action to enforce, arising out of or relating in any way to any of the provisions of this Agreement may only be brought and prosecuted in such court or courts located in the State of New York as provided by law; and the parties' consent to the jurisdiction of said court or courts located in the State of New York and to venue in and for the County of Albany to the exclusion of all other court(s) and to service of process by certified or registered mail, postage prepaid, return receipt requested, or by any other manner provided by law. The provisions of this paragraph shall survive the termination of this Agreement.

e) All notices to any party hereunder shall be in writing, signed by the party giving it, and shall be sufficiently given or served only if sent by registered mail, return receipt requested, addressed to the parties at their addresses indicated on the face page of this Agreement.

f) If any provision of this Agreement or any provision of any document, attachment or Exhibit attached hereto or incorporated herein by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement but this Agreement shall be reformed and construed as if such invalid provision had never been contained herein and such provision reformed so that it would be valid, operative and enforceable to the maximum extent permitted.

g) The failure of HRI to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right by HRI or excuse a similar subsequent failure to perform any such term or condition by Contractor.

h) It is understood that the functions to be performed by the Contractor pursuant to this Agreement are non-sectarian in nature. The Contractor agrees that the functions shall be performed in a manner that does not discriminate on the basis of religious belief and that neither promotes nor discourages adherence to particular religious beliefs or to religion in general.

i) In the performance of the work authorized pursuant to this Agreement, Contractor agrees to comply with all applicable project sponsor, federal, state and municipal laws, rules, ordinances, regulations, guidelines, and requirements governing or affecting the performance under this Agreement in addition to those specifically included in the Agreement and its incorporated Exhibits and Attachments.

16. Federal Regulations/Requirements Applicable to All HRI Agreements -

The following are federal regulations, which apply to all Agreements; regardless of the source of the funding specified (federal/non federal) on the face page of this Agreement. Accordingly, regardless of the funding source, the Contractor agrees to abide by the following:

- (a) Human Subjects, Derived Materials or Data - If human subjects are used in the conduct of the work supported by this Agreement, the Contractor agrees to comply with the applicable federal laws, regulations, and policy statements issued by DHHS in effect at the time the work is conducted, including by not limited to Section 474(a) of the PHS Act, implemented by 45 CFR Part 46 as amended or updated. The Contractor further agrees to complete a HHS 596 form on an annual basis.
- (b) Laboratory Animals - If vertebrate animals are used in the conduct of the work supported by this Agreement, the Contractor shall comply with the Laboratory Animal Welfare Act of 1966, as amended (7 USC 2131 et. seq.) and the regulations promulgated thereunder by the Secretary of Agriculture pertaining to the care, handling and treatment of vertebrate animals held or used in research supported by Federal funds. The Contractor will comply with the

- (c) Research Involving Recombinant DNA Molecules - The Contractor and its respective principle investigators or research administrators must comply with the most recent *Public Health Service Guidelines for Research Involving Recombinant DNA Molecules* published at Federal Register 46266 or such later revision of those guidelines as may be published in the Federal Register as well as current *NIH Guidelines for Research Involving Recombinant DNA Molecules*.

17. Federal Regulations/Requirements Applicable to Federally Funded Agreements through HRI -

The following clauses are applicable only for Agreements that are specified as federally funded on the Agreement face page:

a) If the Project Sponsor is an agency of the Department of Health and Human Services: The Contractor must be in compliance with the following Department of Health and Human Services and Public Health Service regulations implementing the statutes referenced below and assures that, where applicable, it has a valid assurance (HHS-690) concerning the following on file with the Office of Civil Rights, Office of the Secretary, HHS.

- 1) Title VI of the Civil Rights Act of 1964 as implemented in 45 CFR Part 80.
- 2) Section 504 of the Rehabilitation Act of 1973, as amended, as implemented by 45 CFR Part 84.
- 3) The Age Discrimination Act of 1975 (P.L. 94-135) as amended, as implemented by 45 CFR 1.
- 4) Title IX of the Education Amendments of 1972, in particular section 901 as implemented at 45 CFR Part 86 (elimination of sex discrimination)
- 5) Sections 522 and 526 of the PHS Act as amended, implemented at 45 CFR Part 84 (non discrimination for drug/alcohol abusers in admission or treatment)
- 6) Section 543 of the PHS Act as amended as implemented at 42 CFR Part 2 (confidentiality of records of substance abuse patients)

b) Student Unrest If the Project Sponsor is an agency of the Department of Health and Human Services, the Contractor shall be responsible for carrying out the provisions of any applicable statutes relating to remuneration of funds provided by this Agreement to any individual who has been engaged or involved in activities describe as "student unrest" as defined in the Public Health Service Grants Policy Statement.

c) Notice as Required Under Public Law 103-333 If the Project Sponsor is an agency of the Department of Health and Human Services, the Contractor is hereby notified of the following statement made by the Congress at Section 507(a) of Public Law 103-333 (The DHHS Appropriations Act, 1995, hereinafter the "Act"): It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made.

d) Contractor agrees that if the Project Sponsor is other than an agency of the DHHS, items 1, 2, 3 and 4 in a) above shall be complied with as implemented by the Project Sponsor.

The Contractor agrees that the Standard Patent Rights Clauses (37 CFR 401.14) are hereby incorporated by reference.

e) Medicare and Medicaid Anti-Kickback Statute - Recipients and sub-recipients of Federal funds are subject to the strictures of the Medicare and Medicaid anti-kickback statute (42 U.S.C. 1320a-7b(b) and should be cognizant of the risk of criminal and administrative liability under this statute, specially under 42 U.S.C. 1320 7b(b) "Illegal remunerations" which states, in part, that whoever knowingly and willfully;

- (1) solicits or receives (or offers or pays) any remuneration (including kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind, in return for referred (or induce such person to refer) and individual to a person for the furnishing or arrangement for the furnishing of any item or service, OR
- (2) in return for purchasing, leasing, ordering, or recommendation purchasing, leasing, or ordering, purchase, lease, or order any good, facility, service or item.

For which payment may be made in whole or in part under subchapter XIII of this chapter or a State health care program, shall be guilty of a felony and upon conviction thereof, shall be fined not more than \$25,000 or imprisoned for not more than five years, or both.

Required Federal Certifications - Acceptance of this Agreement by Contractor constitutes certification by the Contractor of all of the following:

- a) The Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
- b) The Contractor is not delinquent on any Federal debt.
- c) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- d) If funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit to HRI the Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- e) The Contractor shall comply with the requirements of the Pro-Children Act of 1994 and shall not allow smoking within any portion of any indoor facility used for the provision of health, day care, early childhood development, education or library services to children under the age of eighteen (18) if the services are funded by a federal program, as this Agreement is, or if the services are provided in indoor facilities that are constructed, operated or maintained with such federal funds.
- f) The Contractor has established administrative policies regarding Scientific Misconduct as required by the Final Rule 42 CFR Part 50, Subpart A as published at the 54 Federal Register 32446, August 8, 1989.
- g) The Contractor maintains a drug free workplace in compliance with the Drug Free Workplace Act of 1988 as implemented in 45 CFR Part 76.
- h) If the Project Sponsor is either an agency of the Public Health Service or the National Science Foundation, the Contractor is in compliance with the rules governing Objectivity in Research as published in 60 Federal Register July 11, 1995.

The Contractor shall require that the language of all of the above certifications will be included in the award documents for all subawards under this Agreement (including subcontracts, subgrants, and

contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. The Contractor agrees to notify HRI immediately if there is a change in its status relating to any of the above certifications

Anti-Kickback Act Compliance - If this subject contract or any subcontract hereunder is in excess of \$2,000 and is for construction or repair, Contractor agrees to comply and to require all subcontractors to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Contractor shall report all suspected or reported violations to the Federal-awarding agency.

Davis-Bacon Act Compliance - If required by Federal programs legislation, and if this subject contract or any subcontract hereunder is a construction contract in excess of \$2,000, Contractor agrees to comply and/or to require all subcontractors hereunder to comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The contractor shall report all suspected or reported violations to the Federal-awarding agency.

Contract Work Hours and Safety Standards Act Compliance - Contractor agrees that, if this subject contract is a construction contract in excess of \$2,000 or a non-construction contract in excess of \$2,500 and involves the employment of mechanics or laborers, Contractor shall comply, and shall require all subcontractors to comply, with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence. Contractor agrees that this clause shall be included in all lower tier contracts hereunder as appropriate.

Clean Air Act Compliance - If this subject contract is in excess of \$100,000, Contractor agrees to comply and to require that all subcontractors have complied, where applicable, with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Americans With Disabilities Act - This agreement is subject to the provisions of Subtitle A of Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132 ("ADA") and regulations promulgated pursuant thereto, see 28 CFR Part 35. The Contractor shall not discriminate against an individual with a disability, as defined in the ADA, in providing services, programs or activities pursuant to this Agreement.

ATTACHMENT B
PROGRAM SPECIFIC CLAUSES – AIDS INSTITUTE

1. Maximum Reimbursable Amount: In the event that a **Maximum Reimbursable Amount** has been specified on the face page of this Agreement, it is understood and accepted by the Contractor that while the Budget attached hereto as Exhibit B is equal to the Total Contract Amount specified on the face page of this Agreement, the aggregate of all allowable costs reimbursed under this reimbursement contract *will not exceed the Maximum Reimbursable Amount*. The Contractor may incur allowable costs in all categories as noted in the Budget Exhibit B; however, the aggregate amount reimbursed by HRI under this Agreement shall not exceed the Maximum Reimbursable Amount. In the event the Maximum Reimbursable Amount is increased by HRI, the Contractor will be notified in writing by HRI.

2. Transportation Services: If this Agreement is funded under Catalog of Federal Domestic Assistance Number **93.917, 93.915 or 93.914** and contractor is providing transportation services, Contractor certifies that it will provide transportation services to HIV positive clients to allow those clients access to health care or psycho-social support services. Transportation of HIV-positive clients to only those services listed in the "HRSA Glossary of HIV-Related Service Categories" is allowable. Other transportation services, even if provided to HIV positive clients, are **not** allowable and will not be reimbursed under this Agreement.

3. Services to Uninfected Persons: If this Agreement is funded under Catalog of Federal Domestic Assistance Number **93.917, 93.915 or 93.914**, services may only be provided to uninfected individuals (e.g., family members) if the service has a direct or indirect benefit to the HIV-positive client, such as enabling the family member or non-infected individual to participate in the care of the HIV-infected client, enabling the infected client to receive medical or support services (those listed in the "HRSA Glossary of HIV-Related Service Categories) by removing a barrier to care, or promoting stability in the family of the HIV-infected client through the provision of assistance in coping with the challenges posed by HIV/AIDS (e.g., counseling, support groups, mental health, or permanency planning services).

4. Confidentiality:

- a) The contractor understands that the information obtained, collected or developed during the conduct of this agreement may be sensitive in nature. The Contractor hereby agrees that its officers, agents, employees and subcontractors shall treat all client/patient information which
- b) Is obtained through performance under the Agreement, as confidential information to the extent required by the laws and regulations of the United States Codified in 42 CFR Part 2 (the Federal Confidentiality Law) and Chapter 584 of the laws of the State of New York (the New York State HIV Confidentiality Law) and the applicable portions of the New York State Department of Health Regulation Part 63 (AIDS Testing and the Confidentiality of HIV Related Information.)
- c) The Contractor further agrees that its officers, agents, employees and subcontractors shall comply with the New York State Department of Health AIDS Institute policy "Access to and Disclosure of Personal Health Related Information," attached hereto and made a part hereof as Attachment D.

5. Evaluation and Service Coordination

- a) The Contractor will participate in program evaluation activities conducted by the AIDS Institute at the Evaluation Frequency specified in Exhibit C. These activities will include, but not be limited to, the collection and reporting of information specified by the AIDS Institute.
- b) The Contractor shall coordinate the activities being funded pursuant to this workplan with other organizations providing HIV-related services including, but not limited to, community service providers, community based organizations, and agencies providing primary health care within their service area to assure the non-duplication of effort being conducted. The Contractor shall develop linkages with these providers in order to effectively deliver services to the targeted population. As part of the reporting requirements, the Contractor will advise the AIDS Institute as to the coordination of efforts being conducted and the linkage arrangements agreed to.

6. Publication:

- a) The CDC Guidelines for the Content of AIDS related Written Materials, Interim Revisions, June 1992 are attached to this Agreement as Attachment E.
- b) All written materials, pictorials, audiovisuals, questionnaires or survey instruments and proposed educational group session activities or curricula developed or considered for purchase by the Contractor relating to this funded project must be reviewed and approved in writing by the NYS Department of Health AIDS Institute Program Review Panel prior to dissemination and/or publication. It is agreed that such review will be conducted within a reasonable timeframe. The Contractor must keep on file written notification of such approval.
- c) In addition to the sponsor attributions required under paragraph 9, "Publications" of "Attachment A General Terms and Conditions", any such materials developed by the Contractor will also include an attribution statement, which indicates the intended target audience and appropriate setting for distribution or presentation. Examples of statements are attached with Attachment E.

7. Third-Party Reimbursement: The Contractor agrees to maximize third-party reimbursement available for HIV counseling, testing, medical care, case management, and other funded services, including Medicaid reimbursement for HIV primary care available through participation in the New York State Department of Health's HIV Primary Care Medicare Program and reimbursement for services for the uninsured and underinsured through ADAP Plus. If eligible, contractor agrees to enroll in the HIV Primary Care Medicaid Program by signing the Provider Agreement contained in Department of Health Memorandum 93-26 within 60 days of the execution date of this Agreement (if otherwise eligible to provide some or all of the primary care services reimbursable thereunder.) The Contractor further certifies that any and all revenue earned during the Term of this Agreement as a result of services and related activities performed pursuant to this Agreement, including HIV counseling and testing, comprehensive HIV medical examinations, CD4 monitoring and associated medical treatment and case management, will be made available to the program within the health facility generating those revenues and shall be used either to expand those program services or to offset expenditures submitted by the Contractor for reimbursement. The Contractor shall request approval in writing of its proposed uses of these funds. No such revenue shall be allocated without the written endorsement of HRI and the New York State Department of Health AIDS Institute.

8. Ryan White Emergency CARE Act Participation: The Contractor agrees to participate, as appropriate, in Ryan White Emergency CARE Act initiatives. The contractor agrees that such participation is essential in meeting the needs of clients with HIV as well as achieving the overall goals and objectives of the Ryan White Emergency CARE Act.

9. Charges for Services – Ryan White Funded Activities: If this Agreement is funded under Catalog of Federal Domestic Assistance Number **93.917**, as specified on the face page of this Agreement, the contractor agrees to the following: Each HIV/AIDS program funded in whole or in part by the Ryan White Title II CARE Act, that charges for the services funded under this Agreement, shall establish a sliding fee scale for those services which are not specifically reimbursed by other third party payers pursuant to Article 28 of the Public Health Law or Title 2 of Article 5 of the Social Services Law. Notwithstanding the foregoing, no funded program shall deny service to any person because of the inability to pay such fee. All fees collected by the Contractor funded from the Ryan White Title II CARE Act shall be credited and utilized in accordance with the terms of this Agreement for financial support.

10. For Harm Reduction Contracts Only: No funds shall be used to carry out any program of distributing sterile needles for the hypodermic injection of any illegal drug.

ATTACHMENT D
AIDS INSTITUTE POLICY
Access to and Disclosure of
Personal Health Related Information

1. Statement of Purpose

The purpose of this policy is to set forth methods and controls to restrict dissemination and maintain control of confidential personal health related information by contractors, subcontractors and other agents of the Department of Health AIDS Institute.

2. Definition

For the purpose of this policy, personal health related information means any information concerning the health of a person which identifies or could reasonably be used to identify a person.

3. Access

(a) Contractors, subcontractors or other agents of the Department of Health AIDS Institute are not to have access to personal health related information except as part of their official duties;

(b) Access to personal health related information by contractors, subcontracts or other agents of the Department of Health AIDS Institute is to be authorized only after employees have been trained in the responsibilities associated with access to the information;

(c) Contractors, subcontractors, or other agents of the Department of Health AIDS Institute may be authorized to have access to specific personal health related information only when reasonably necessary to perform the specific activities for which they have been designated.

4. Disclosure

All entities, organizations and community agencies who contract with the AIDS Institute shall utilize a Department of Health-approved "Authorization For Release of Confidential HIV Related Information" form (Form DOH-2557 or DOH-2557S) when receiving or requesting HIV-related information. No contractor, subcontractor or other agent of the Department of Health AIDS Institute who has knowledge of personal health related information in the course of employment, shall disclose such information to any other person unless such disclosure is in accordance with law, DOH regulations and policy, and the information is required to perform an officially designated function.

5. Disposition

Documents containing personal health related information shall be disposed of in a manner in which the confidentiality will not be compromised.

6. Confidentiality Protocols

(a) Each contractor, subcontractor or other agent of the Department of Health AIDS Institute will develop confidentiality protocols which meet the requirements of this section. The protocols shall include as necessary:

- (1) measures to ensure that letters, memoranda and other documents containing personal health related information are accessible only by authorized personnel;
- (2) measures to ensure that personal health related information stored electronically is protected from access by unauthorized persons;
- (3) measures to ensure that only personal health related information necessary to fulfill authorized functions is maintained;

- (4) measures to ensure that staff working with personal health related information secure such information from casual observance or loss and that such documents or files are returned to confidential storage on termination of use;
- (5) measures to ensure that personal health related information is not inappropriately copied or removed from control;
- (6) measures to provide safeguards to prevent discrimination, abuse or other adverse actions directed toward persons to whom personal health related information applies;
- (7) measures to ensure that personal health related information is adequately secured after working hours;
- (8) measures to ensure that transmittal of personal health related information outside of the contractor, subcontractor or other agent of the Department of Health AIDS Institute is in accordance with law, Department of Health regulation and policy;
- (9) measures to protect the confidentiality of personal health related information being transferred to other units within the contractor, subcontractor or other agent's operation; and
- (10) measures to ensure that documents or files that contain personal health related information that are obsolete or no longer needed are promptly disposed of in such a manner so as to not compromise the confidentiality of the documents.

(b) Protocols for ensuring confidentiality of personal health related information are to be updated whenever a program activity change renders the established protocol obsolete or inadequate.

7. Employee Training

(a) Employees of contractors, subcontractors of other agents of the Department of Health AIDS Institute are to be trained with respect to responsibilities and authorization to access personal health related information.

(b) Employees authorized to access personal health related information are to be advised in writing that they shall not:

- (1) examine documents or computer data containing personal health related information unless required in the course of official duties and responsibilities;
- (2) remove from the unit or copy such documents or computer data unless acting within the scope of assigned duties;
- (3) discuss the content of such documents or computer data with any person unless that person had authorized access and the need to know the information discussed; and,
- (4) illegally discriminate, abuse or harass a person to whom personal health related information applies.

8. Employee Attestation.

Each employee, upon receiving training, shall sign a statement acknowledging that violation of confidentiality statutes and rules may lead to disciplinary action, including suspension or dismissal from employment and criminal prosecution. Each employee's signed attestation is to be centrally maintained in the employee's personal history file.

ATTACHMENT E

CONTENT OF AIDS-RELATED WRITTEN MATERIALS, PICTORIALS, AUDIOVISUALS, QUESTIONNAIRES, SURVEY INSTRUMENTS, AND EDUCATIONAL SESSIONS IN CENTERS FOR DISEASE CONTROL ASSISTANCE PROGRAMS

Interim Revisions June 1992

1. Basic Principles

Controlling the spread of HIV infection and AIDS requires the promotion of individual behaviors that eliminate or reduce the risk of acquiring and spreading the virus. Messages must be provided to the public that emphasize the ways by which individuals can fully protect themselves from acquiring the virus. These methods include abstinence from the illegal use of IV drugs and from sexual intercourse except in a mutually monogamous relationship with an uninfected partner. For those individuals who do not or cannot cease risky behavior, methods of reducing their risk of acquiring or spreading the virus must also be communicated. Such messages can be controversial. These principals are intended to provide guidance for the development and use of educational materials, and to require the establishment of Program Review Panels to consider the appropriateness of messages designed to communicate with various groups.

(a) Written materials (e.g., pamphlets, brochures, fliers), audiovisual materials (e.g., motion pictures and video tapes), and pictorials (e.g., posters and similar educational materials using photographs, slides, drawing, or paintings) should use terms, descriptors, or displays necessary for the intended audience to understand dangerous behaviors and explain less risky practices concerning HIV transmission.

(b) Written materials, audiovisual materials, and pictorials should be reviewed by Program Review Panels consistent with the provisions of Section 2500(b), (c), and (d) of the Public Health Service Act, 42 U.S.C. Section 300ee(b), (c), and (d), as follows:

Section 2500 Use of Funds:

(b) CONTENTS OF PROGRAMS - All programs of education and information receiving funds under this title shall include information about the harmful effects of promiscuous sexual activity and intravenous substance abuse, and the b benefits of abstaining from such activities.

(c) LIMITATION - None of the funds appropriated to carry out this title may be used to provide education or information designed to promote or encourage, directly, homosexual or heterosexual sexual activity or intravenous substance abuse.

(d) CONSTRUCTION - Subsection (c) may not be construed to restrict the ability of an education program that includes the information required in subsection (b) to provide accurate information about various means to reduce an individual's risk of exposure to, or the transmission of, the etiologic agent for acquired immune deficiency syndrome, provided that any informational materials used are not obscene"

(c) Educational sessions should not include activities in which attendees participate in sexually suggestive physical contact or actual sexual practices.

(d) Messages provided to young people in schools and in other settings should be guided by the principles contained in "Guidelines for Effective School Health Education to Prevent the Spread of AIDS" (MMWR 1988;37 [suppl. no. S-2]).

2. Program Review Panel

a. Each recipient will be required to establish or identify a Program Review Panel to review and approve all written materials; pictorials, audiovisuals, questionnaires or survey instruments, and proposed educational group session activities to be used under the project plan. This requirement applies regardless of whether the applicant plans to conduct the total program activities or plans to have part of them conducted through other organization(s) and whether program activities involve creating unique materials or using/distributing modified or intact materials already developed by others. Whenever feasible, CDC funded community-based organizations are encouraged to use a Program Review Panel established by a health department or an other CDC-funded organization rather than establish their own panel. The Surgeon General's Report on Acquired Immune Deficiency Syndrome (October 1986) and CDC-developed materials do not need to be reviewed by the panel unless such review is deemed appropriate by the recipient. Members of a Program Review Panel should:

- (1) Understand how HIV is and is not transmitted; and
- (2) Understand the epidemiology and extent of the HIV/AIDS problem in the local population and the specific audiences for which materials are intended.

b. The Program Review Panel will be guided by the CDC Basic Principles (in the previous section) in conducting such reviews. The panel is authorized to review materials only and is not empowered either to evaluate the proposal as a whole or to replace any other internal review panel or procedure of the recipient organization or local governmental jurisdiction.

c. Applicants for CDC assistance will be required to include in their applications the following:

(1) Identification of a panel of no less than five persons which represent a reasonable cross-section of the general population. Since Program Review Panels review materials for many intended audiences, no single intended audience shall predominate the composition of the Program Review Panel, except as provided in subsection (d) below. In addition:

(a) Panels which review materials intended for a specific audience should draw upon the expertise of individuals who can represent cultural sensitivities and language of the intended audience either through representation on the panels or as consultants to the panels.

(b) The composition of Program Review Panels, except for panels reviewing materials or school-based populations, must include an employee of a state or local health department with appropriate expertise in the area under consideration who is designated by the health department to represent the department on the panel. If such an employee is not available, an individual with appropriate expertise designated by the health department to represent the agency in this matter, must serve as a member of the panel.

(c) Panels which review materials for use with school-based populations should include representatives of groups such as teachers, school administrators, parents, and students.

(d) Panels reviewing materials intended for racial and ethnic minority populations must comply with the terms of (a), (b), and (c) above. However, membership of the Program Review Panel may be drawn predominately from such racial and ethnic populations.

(2) A letter or memorandum from the proposed project director, countersigned by a responsible business official, which includes:

(a) Concurrence with this guidance and assurance that its provisions will be observed;

(b) The identity of proposed members of the Program Review Panel, including their names, occupations, and any organizational affiliations that were considered in their selection for the panel.

d. CDC-funded organizations that undertake program plans in other than school-based populations which are national, regional (multistate), or statewide in scope, or that plan to distribute materials as described above to other organizations on a national, regional, or statewide basis, must establish a single Program Review Panel to fulfill this requirement. Such national/regional/state panels must include as a member an employee of a state or local health department, or an appropriate designated representative of such department, consistent with the provisions of Section 2.c.(1). Materials reviewed by such a single (national, regional, or state) Program Review Panel do not need to be reviewed locally unless such review is deemed appropriate by the local organization planning to use or distribute the materials. Such national/regional/state organization must adopt a national/regional/statewide standard when applying Basic Principles 1.a. and 1.b.

e. When a cooperative agreement/grant is awarded, the recipient will:

(1) Convene the Program Review Panel and present for its assessment copies of written materials, pictorials, and audiovisuals proposed to be used;

(2) Provide for assessment by the Program Review Panel text, scripts, or detailed descriptions for written materials, pictorials, or audiovisuals which are under development;

(3) Prior to expenditure of funds related to the ultimate program use of these materials, assure that its project files contain a statement(s) signed by the Program Review Panel specifying the vote for approval or disapproval for each proposed item submitted to the panel; and

(4) Provide to CDC in regular progress reports signed statement(s) of the chairperson of the Program Review Panel specifying the vote for approval or disapproval for each proposed item that is subject to this guidance.

Attribution Statement for Grantees' HIV Prevention Messages

The following statements are provided to HIV grantees, as examples, for use on HIV/AIDS-related written materials, pictorials, audiovisuals, or posters that are produced or distributed using CDC funds:

GENERAL AUDIENCES:

This (pamphlet, poster, etc.) has been reviewed and approved by a (local/state/regional/national) panel for use in general settings.

SCHOOL SETTINGS:

This (videotape, brochure, etc.) has been reviewed and approved by a (local/state/regional/national) panel for use in school settings.

STREET OUTREACH/COMMUNITY SETTINGS:

This (booklet, poster, etc.) has been reviewed and approved by a (local/state/regional/national) panel for use in street and community settings.

INDIVIDUAL AND GROUP COUNSELING:

This (pamphlet, audiotape, etc.) has been reviewed and approved by a (local/state/regional/national) panel for use in group counseling or for use with individuals whose behavior may place them at high risk for HIV infection.

COMMENTS

1. Grantees are responsible for determining the approved settings for distribution of materials.
2. The statement is to be clearly displayed on all newly developed or reprinted information materials produced or distributed with CDC HIV-prevention funds. This requirement does not apply to existing inventories of materials which were previously approved by an appropriate review panel.

Attachment 2

Letter of Interest to Apply

(Insert Name and Address)

Dear Ms. Stern,

Subject: Request for Applications for Solicitation Number 05-0003, Nutrition Initiative

On behalf of _____ (Name of organization),
Federal ID# _____, we hereby inform you that we are interested in funding for the
above references Request for Applications.

Geographic region (check one):

New York City

___ Bronx
___ Brooklyn
___ Manhattan
___ Queens
___ Staten Island

Long Island

___ Nassau
___ Suffolk

Hudson Valley

___ Dutchess
___ Orange
___ Putnam
___ Rockland
___ Sullivan
___ Ulster
___ Westchester

Rochester/Southern Tier

___ Broome ___ Schuyler
___ Chemung ___ Seneca
___ Chenango ___ Steuben
___ Livingston ___ Tioga
___ Monroe ___ Wayne
___ Ontario ___ Yates

Northeastern New York

___ Albany ___ Montgomery
___ Clinton ___ Otsego
___ Columbia ___ Rensselaer
___ Delaware ___ Saratoga
___ Essex ___ Schenectady
___ Franklin ___ Schoharie
___ Fulton ___ Warren
___ Greene ___ Washington
___ Hamilton

Western New York

___ Allegany
___ Cattaraugus
___ Chautauqua
___ Erie
___ Genesee
___ Niagara
___ Orleans
___ Wyoming

Central New York

___ Cayuga ___ Oneida
___ Cortland ___ Onondaga
___ Herkimer ___ Oswego
___ Jefferson ___ St. Lawrence
___ Lewis ___ Tompkins
___ Madison

**The application will be submitted and received at the designated address on or before the
deadline of March 28, 2006, 5:00 PM.**

Sincerely,

Signature of CEO or responsible person

Title

Mailing Address

Telephone Area Code and Number

Fax Area Code and Number

E-mail Address

Application Cover Page

FOR AI USE ONLY	
Date Rec'd	___/___/___
Postmarked	___/___/___
Package #	_____
Entered	___/___/___

APPLICANT AGENCY INFORMATION

FEDERAL ID # _____

AGENCY
NAME: _____

ADDRESS: _____

Amount Requested: \$ _____

TARGETED GEOGRAPHIC AREAS(S) (Indicate all counties, boroughs,
neighborhoods to be served by the proposed program):

SERVICE SITE(S): If different from agency name/address, please list:

Name: _____

Address: _____

INSTRUCTIONS FOR COMPLETION OF BUDGET FORMS FOR SOLICITATIONS

Last Updated: 9/25/03

Page 1 - Summary Budget

- A. Please list the amount requested for each of the major budget categories. These include:
1. Salaries
 2. Fringe Benefits
 3. Supplies
 4. Travel
 5. Equipment
 6. Miscellaneous Other (includes Space, Phones and Other)
 7. Subcontracts/Consultants
 8. Administrative Costs
- B. The column labeled Third Party Revenue should only be used if a grant-funded position on this contract generates revenue. This could be either Medicaid or ADAP Plus. Please indicate how the revenue generated by this grant will be used in support of the proposed project. For example, if you have a case manager generating \$10,000 in revenue and the revenue will be used to cover supplies, the \$10,000 should be listed in the supplies line in the Third Party Revenue column.

Page 2- Personal Services

Please include all positions for which you are requesting reimbursement on this page. If you wish to show in-kind positions, they may also be included on this page.

Please refer to the instructions regarding the information required in each column. These instructions are provided at the top of each column. Following is a description of each column in the personal services category:

Column 1: For each position, indicate the title along with the incumbent's name. If a position is vacant, please indicate "TBD" (to be determined).

Column 2: For each position, indicate the number of hours worked per week regardless of funding source.

Column 3: For each position, indicate the total annual salary regardless of funding source.

Columns 4, 5, and 6 request information specific to the proposed program/project.

Column 4: Indicate the number of months or pay periods each position will be budgeted.

Column 5: For each position, indicate the percent effort devoted to the proposed program/project.

Column 6: Indicate the amount of funding requested from the AIDS Institute for each position.

Column 7: If a position is partially supported by third party revenue, the amount of the third-party revenue should be shown in Column 7.

The totals at the bottom of Columns 6 and 7 should be carried forward to page 1 (the Summary Budget).

Page 3 - Fringe Benefits and Position Descriptions

On the top of page 3, please fill in the requested information on fringe benefits based on your latest audited financial statements. Also, please indicate the amount and rate you are requesting for fringe benefits in this proposed budget. If the rate requested in this proposal exceeds the rate in the financial statements, a brief justification must be attached.

The bottom of the page is for position descriptions. For each position, please indicate the title (consistent with the title shown on page 2, personal services) and a brief description of the duties of the position related to the proposed program/project. Additional pages may be attached if necessary.

Page 4 - Subcontracts

Please indicate any services for which a subcontract or consultant will be used. Include an estimated cost for these services.

Page 5- Grant Funding From All Other Sources

Please indicate all funding your agency receives for HIV-related services. Research grants do not need to be included.

Page 6 - Budget Justification

Please provide a narrative justification for each item for which you are requesting reimbursement. (Do not include justification for personal services/positions, as the position descriptions on page 3 serve as this justification.) The justification should describe the requested item, the rationale for requesting the item, and how the item will benefit the proposed program/project. Additional sheets can be attached if necessary.

Those agencies selected for funding will be required to complete a more detailed budget and additional budget forms as part of the contract process.

New York State Department Of Health
AIDS Institute
Summary Budget Form

(To be used for Solicitations)

Contractor: _____
Contract Period: _____
Federal ID #: _____

Budget Items	Amount Requested from AIDS Institute	Third Party Revenue*
(A) PERSONAL SERVICES		
(B) FRINGE BENEFITS		
(C) SUPPLIES		
(D) TRAVEL		
(E) EQUIPMENT		
(F) MISCELLANEOUS		
(G) SUBCONTRACTS/CONSULTANTS		
(H) ADMINISTRATIVE COSTS		
TOTAL (Sum of lines A through H)		
Personal Services Total Sum of A & B		
OTPS Total Sum of C through H		

* If applicable to RFA

Contractor:
Contract Period:
Federal ID #:

[illegible][illegible]

Fringe Benefits and Position Descriptions

Contractor:

Contract Period:

Federal ID #:

FRINGE BENEFITS

1. Does your agency have a federally approved fringe benefit rate?
Contractor must attach a copy of federally approved rate agreement.

☐ YES

Approved Rate (%) :
Amount Requested (\$) :

☐ NO

Complete 2-6 below.

2. Total salary expense based on most recent audited financial statements:

3. Total fringe benefits expense based on most recent audited financial statements:

4. Agency Fringe Benefit Rate: (amount from #3 divided by amount from #2)

5. Date of most recently audited financial statements:

Attach a copy of financial pages supporting amounts listed in #2 and #3.

6. Requested rate and amount for fringe benefits:

If the rate being requested on this contract exceeds the rate supported by latest audited financials, attach justification.

Rate Requested (%) :
Amount Requested (\$) :

POSITION DESCRIPTIONS

For each position listed on the summary budget page, provide a brief description of the duties supported by this contract. Contractors with consolidated contracts should indicate the initiative affiliated with the position. All contractors must have full job descriptions on file and available upon request. If additional space is needed, attach page 3a.

Title:

Contract Duties :

Title:

Contract Duties :

Title:

Contract Duties :

Position Descriptions (cont.)

Contractor:

Contract Period:

Federal ID #:

For each position listed on the summary budget page, provide a brief description of the duties supported by this contract. Contractors with consolidated contracts should indicate the initiative affiliated with the position. All contractors must have full job descriptions on file and available upon request.

Title:
Contract Duties :

Title:
Contract Duties :

Title:
Contract Duties :

Title:
Contract Duties :

Title:
Contract Duties :

Title:
Contract Duties :

Subcontracts/Consultants & Administrative Costs

Contractor:
Contract Period:
Federal ID #:

SUBCONTRACTS/CONSULTANTS :

Provide a listing of all subcontracts, including consultant contracts, a description of the services to be provided and an estimate of the hours worked and rate per hour, if applicable. If the subcontractor/consultant has not been selected, please indicate "TBA" in Agency/Name. Contractors are required to use a structured selection process consistent with agency policy and maintain copies of all subcontracts and documentation of the selection process. Line item budgets and workscopes must be submitted for each subcontractor/consultant budget over \$10,000.

Description of Services

Agency/Name

Amount

Total :

For AI use only - Ryan White Administrative Costs :

Grant Funding from All Other Sources

Contractor:

Contract Period:

Federal ID #:

List all grant funding which supports HIV programs in your organization, excluding research grants. Program summaries should include the program activities and targeted groups as well as any other information needed to explain how the funding is being utilized.

Funding Source	Total Funding Amount	Funding Period	Program Summary

AIDS Institute
Solicitation Budget Justification

Contractor:
Contract Period:
Federal ID #:

Please provide a narrative justification of all requested line items. Attach this form to the budget forms.

Vendor Responsibility Questionnaire

Instructions for Completing the Questionnaire

The New York State Department of Health (NYSDOH) is required to conduct a review of all prospective contractors to provide reasonable assurances that the vendor is responsible. The attached questionnaire is designed to provide information to assist the NYSDOH in assessing a vendor's responsibility prior to entering into a contract with the vendor. Vendor responsibility is determined by a review of each bidder or proposer's authorization to do business in New York, business integrity, financial and organizational capacity, and performance history.

Prospective contractors must answer every question contained in this questionnaire. Each "Yes" response requires additional information. The vendor must attach a written response that adequately details each affirmative response. The completed questionnaire and attached responses will become part of the procurement record.

It is imperative that the person completing the vendor responsibility questionnaire be knowledgeable about the proposing contractor's business and operations as the questionnaire information must be attested to by an owner or officer of the vendor. **Please read the certification requirement at the end of this questionnaire.**

Please note: Certain entities are exempt from completing this questionnaire. These entities should submit only a copy of their organization's latest audited financial statements. Exempt organizations include the following: State Agencies, Counties, Cities, Towns, Villages, School Districts, Community Colleges, Boards of Cooperative Educational Services (BOCES), Vocational Education Extension Boards (VEEBs), Water, Fire, and Sewer Districts, Public Libraries, Water and Soil Districts, Public Benefit Corporations, Public Authorities, and Public Colleges.

STATE OF NEW YORK VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: <input type="checkbox"/> PRIME CONTRACTOR <input type="checkbox"/> SUB-CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME		3. IDENTIFICATION NUMBERS a) FEIN # b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FILED:		5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE		7. TELEPHONE NUMBER	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE IN NEW YORK STATE, if different from above		10. TELEPHONE NUMBER	11. FAX NUMBER
12. PRIMARY PLACE OF BUSINESS IN NEW YORK STATE IS: <input type="checkbox"/> Owned <input type="checkbox"/> Rented If rented, please provide landlord's name, address, and telephone number below:		13. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Title Telephone Number Fax Number e-mail	
14. VENDOR'S BUSINESS ENTITY IS (please check appropriate box and provide additional information):			
a) <input type="checkbox"/> Business Corporation	Date of Incorporation	State of Incorporation*	
b) <input type="checkbox"/> Sole Proprietor	Date Established		
c) <input type="checkbox"/> General Partnership	Date Established		
d) <input type="checkbox"/> Not-for-Profit Corporation	Date of Incorporation	State of Incorporation* Charities Registration Number	
e) <input type="checkbox"/> Limited Liability Company (LLC)	Date Established		
f) <input type="checkbox"/> Limited Liability Partnership	Date Established		
g) <input type="checkbox"/> Other – Specify:	Date Established	Jurisdiction Filed (if applicable)	
* If not incorporated in New York State, please provide a copy of authorization to do business in New York.			
15. PRIMARY BUSINESS ACTIVITY - (Please identify the primary business categories, products or services provided by your business)			
16. NAME OF WORKERS' COMPENSATION INSURANCE CARRIER:			
17. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS AND THE THREE OFFICERS WHO DIRECT THE DAILY OPERATIONS OF THE VENDOR (Attach additional pages if necessary):			
a) NAME (print)	TITLE	b) NAME (print)	TITLE
c) NAME (print)	TITLE	d) NAME (print)	TITLE

**STATE OF NEW YORK
VENDOR RESPONSIBILITY QUESTIONNAIRE**

A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE CONTRACTING AGENCY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.

18.	Is the vendor certified in New York State as a (check please): <div style="margin-left: 20px;"> <input type="checkbox"/> Minority Business Enterprise (MBE) <input type="checkbox"/> Women's Business Enterprise (WBE) <input type="checkbox"/> Disadvantaged Business Enterprise (DBE)? </div>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>Please provide a copy of any of the above certifications that apply.</i>		
19.	Does the vendor use, or has it used in the past ten (10) years, any other Business Name, FEIN, or D/B/A other than those listed in items 2-4 above? <i>List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
20.	Are there any individuals now serving in a managerial or consulting capacity to the vendor, including principal owners and officers, who now serve or in the past three (3) years have served as:	
<div style="margin-left: 20px;"> a) An elected or appointed public official or officer? <div style="float: right; text-align: right;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service.</i> </div>		
<div style="margin-left: 20px;"> b) A full or part-time employee in a New York State agency or as a consultant, in their individual capacity, to any New York State agency? <i>List each individual's name, business title or consulting capacity and the New York State agency name, and employment position with applicable service dates.</i> </div>		
<div style="margin-left: 20px;"> c) If yes to item #20b, did this individual perform services related to the solicitation, negotiation, operation and/or administration of public contracts for the contracting agency? <i>List each individual's name, business title or consulting capacity and the New York State agency name, and consulting/advisory position with applicable service dates. List each contract name and assigned NYS number.</i> </div>		
<div style="margin-left: 20px;"> d) An officer of any political party organization in New York State, whether paid or unpaid? <i>List each individual's name, business title or consulting capacity and the official political party position held with applicable service dates.</i> </div>		

**STATE OF NEW YORK
VENDOR RESPONSIBILITY QUESTIONNAIRE**

21. Within the past five (5) years, has the vendor, any individuals serving in managerial or consulting capacity, principal owners, officers, major stockholder(s) (10% or more of the voting shares for publicly traded companies, 25% or more of the shares for all other companies), affiliate¹ or any person involved in the bidding or contracting process:
- a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; ☐ Yes ☐ No
2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;
3. entered into an agreement to a voluntary exclusion from bidding/contracting;
4. had a bid rejected on a New York State contract for failure to comply with the MacBride Fair Employment Principles;
5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;
6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise denied, de-certified, revoked or forfeited;
7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;
8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or
9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract?
- b) been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct? ☐ Yes ☐ No
- c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination for violations of: ☐ Yes ☐ No
1. federal, state or local health laws, rules or regulations, including but not limited to Occupational Safety & Health Administration (OSHA) or New York State labor law;
2. state or federal environmental laws;
3. unemployment insurance or workers' compensation coverage or claim requirements;
4. Employee Retirement Income Security Act (ERISA);
5. federal, state or local human rights laws;
6. civil rights laws;
7. federal or state security laws;

- For any of the above, detail the situation(s), the date(s), the name(s), title(s), address(es) of any individuals involved and, if applicable, any contracting agency, specific details related to the situation(s) and any corrective action(s) taken by the vendor.***

Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."

Indicate if this is applicable to the submitting vendor or affiliate. Detail the type of material weakness found or the situation(s) that gave rise to the disallowance, any corrective action taken by the vendor and the name of the auditing agency.

During the past three (3) years, has the vendor failed to:

b) file returns or pay New York State unemployment insurance?
Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.

Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.

**STATE OF NEW YORK
VENDOR RESPONSIBILITY QUESTIONNAIRE**

27.	Is the vendor currently insolvent, or does vendor currently have reason to believe that an involuntary bankruptcy proceeding may be brought against it? <i>Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
28.	Has the vendor been a contractor or subcontractor on any contract with any New York State agency in the past five (5) years? <i>List the agency name, address, and contract effective dates. Also provide state contract identification number, if known.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
29.	In the past five (5) years, has the vendor or any affiliates ¹ : a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded; b) received an overall unsatisfactory performance assessment from any government agency on any contract; or c) had any liens or claims over \$25,000 filed against the firm which remain undischarged or were unsatisfied for more than 90 days ? <i>Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
30.	Please attach a copy of your organization's latest audited financial statements to this questionnaire.	

¹ "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

**STATE OF NEW YORK
VENDOR RESPONSIBILITY QUESTIONNAIRE**

State of:)
) ss:
County of:)

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the State of New York or its agencies or political subdivisions in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the State or its agencies and political subdivisions may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- has not altered the content of the questions in the questionnaire in any manner;
- has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- is knowledgeable about the submitting vendor's business and operations;
- understands that New York State will rely on the information supplied in this questionnaire when entering into a contract with the vendor; and
- is under duty to notify the procuring State Agency of any material changes to the vendor's responses herein prior to the State Comptroller's approval of the contract.

Name of Business

Signature of Owner/Officer _____

Address

Printed Name of Signatory

City, State, Zip

Title

Notary Public Section:

Sworn to before me this _____ day of _____, 20____;

Notary Public

Print Name (Notary Public)

Signature

Date

NEW YORK STATE DEPARTMENT OF HEALTH AIDS INSTITUTE**Nutrition Initiative
Food and Nutrition Services for Persons Living with HIV/AIDS****Standards For Client Eligibility, Food,
Meals, and Nutrition Services****CLIENT ELIGIBILITY**

Eligible clients are persons living with HIV/AIDS who can provide proof of their HIV status as established by the Ryan White CARE Act Guidance for Contractors, and meet the criteria for the respective service as outlined below. Dependent children may also receive these services.

1. *Home Delivered Meals* – Clients must be unable to shop or prepare meals for themselves due to physical and/or mental challenges, and must lack a network of family or friends to provide such support. Programs must document the criteria and process used to determine the need for home delivered meals. Questions regarding the client's ability to perform activities of daily living, as part of the intake process, could be used to determine need or the program could ask for a letter verifying need from the client's physician or another health care provider.

Programs that deliver frozen meals must ensure that there is 1) a person (e.g., caregiver or partner) available to heat up the client's meal or the client is able to do it him/herself; 2) room in the client's freezer to accommodate the meals; and 3) a microwave or oven in the client's home where the meal can be heated.

2. *Congregate meal* – Clients must be unable to purchase nutritious food due to limited financial resources and/or inadequate cooking facilities to prepare meals.
3. *Groceries/Pantry bags* - Clients must be unable to purchase nutritious food due to limited financial resources.
4. *Food Vouchers* - Clients must be unable to purchase nutritious food due to limited financial resources, but be able to shop for and prepare their own meals.

MEAL CONTENT¹ FOR CONGREGATE OR HOME DELIVERED (HOT OR FROZEN) MEALS

It is recommended that each meal or the average of one week of meals contain the following:

Calories	Approximately 800 per meal
Protein	15 - 20% of calories (30 - 40 grams)
Carbohydrates	50 - 55% of calories (100 - 110 grams)
Fat	up to 30% of calories (26 grams)
Sodium	≤ 800 milligrams per meal
Cholesterol	≤ 100 milligrams per meal
Dietary Fiber	9 grams

Each meal should contain three servings of fruits and vegetables (preferably fresh)², be reasonably priced and culturally/ethnically appropriate. An outline of a sample meal is included at the end of this document. Children's meals should contain fewer calories and protein.

FOOD AND MEAL SERVICES

1. *Home Delivered Meal Programs*, at a minimum, must offer each client five meals per week, but not more than 14. If clients accept fewer than five meals per week agencies must document how their nutritional needs are being met. Home delivered meal programs must include an option for the delivery of a grocery/pantry bag each week to the clients whose health has improved since enrolling in the program and are ready to transition from receiving meals to preparing their own. See number 3 below for guidelines for grocery/pantry bags.

All menus are to be reviewed by a nutrition professional (see Nutrition Services section for qualifications) to ensure that they meet the above stated recommendations for meal content. Meals must be prepared in accordance with local and/or state food sanitation codes and maintained at the proper temperature from the time of packaging to delivery.

2. *Congregate Meal Programs*, at a minimum, must offer each client five hot meals per week at the congregate site or one hot meal and a grocery/pantry bag that provides four additional meals. Programs cannot offer any individual client more than 14 meals per week. (See number 3 below for guidelines for grocery/pantry bags.) Each of the eligible client's dependent children may also receive up to 14 meals per week.

Congregate meal sites must have a nutrition professional (see Nutrition Services section for qualifications) on-site during the meal service to answer clients' nutrition questions and provide basic nutrition education. In addition, to ensure that recommendations for meal content are met, all menus need to be reviewed by a nutrition professional. Meals must be prepared in accordance with

¹ The recommendations for Meal Content were adapted from the Association of Nutrition Services Agencies' *Nutrition Guidelines for Agencies Providing Food to People Living with HIV Disease*, Second Edition, September 2002, Model II – General Nutrient Recommendations for HIV/AIDS, Energy Expenditure and Macronutrient Breakdown. The amounts of fat, cholesterol and sodium were based on the American Heart Association *Healthy Heart Guidelines*.

² Refer to the United States Department of Agriculture (USDA) Food Guide Pyramid for serving sizes for fruits and vegetables.

local and/or state food sanitation codes and maintained at the proper temperature during the meal service.

3. *Grocery/Pantry Bags* must contain a variety of foods and provide enough food for the number of individuals and meals intended. Each bag should contain, at a minimum, 5 meals, but no more than 14 per week.

The food distributed in the grocery/pantry bags must comply with the nutrient standards listed under the meal content section of this document. All bags must be reviewed by a nutrition professional (see Nutrition Services section for qualifications) to ensure that they meet these nutrient standards. A sample plan of a grocery/pantry bag is included at the end of this document. It is recommended that clients be able to choose some of the foods that go into their bags. Frozen meals may be substituted for some of the meals, and fruits and vegetables (preferably fresh) must be included in the bags. If grocery/pantry bags are to be offered to PLWH/As who either do not have cooking facilities or have inadequate ones, they must contain food that requires no or limited preparation or refrigeration. Grocery/pantry bags may be delivered to or picked-up by clients. Food for these bags must be stored and packaged in accordance with local and/or state food sanitation codes.

4. *Food Voucher* amounts should allow the client to purchase enough food for a minimum of five, but no more than 14 meals per client. Voucher amounts may be increased to include funds to provide the same number of meals to clients' dependents. A nutrition professional (see Nutrition Services section for qualifications) or a trained staff person, must review the grocery store receipt before another voucher can be issued. This is to ensure that the majority of the food purchased has a high-nutrient value. See Guidelines for Food Voucher Programs.

NUTRITION SERVICES

1. *Initial Nutritional Screening*: All clients must be screened to determine their level of nutritional risk. The nutritional screening is not a substitute for the intake process (including the Uniform Reporting System Intake), but may be conducted at the same time. Before the screening is conducted, the program must determine if the client is eligible for services. See Required Information for Initial Nutritional Screening of Clients.

The following services (#s 2 – 5) are to be provided by nutrition professionals which include: Registered Dietitians (RD), New York State Certified Dietitian-Nutritionists (CDN), Registered Dietitian-Eligible (RDE), or nutrition students supervised by a RD or CDN.

2. *Nutrition Assessments and Reassessments* are required for all clients receiving home delivered meals, HIV-positive children, adolescents and pregnant women, and those found to be at nutritional risk through the screening process. Assessments are to be completed within two weeks of enrollment into the program and reassessments conducted approximately every six months thereafter. These are the minimum requirements; reassessments may be conducted more frequently if needed. The agency must determine if a client is eligible for home delivered meals before a dietitian/nutritionist is assigned to perform the nutrition assessment. See Required Information for Nutrition Assessments.

Programs that offer congregate meals, grocery/pantry bags, and vouchers must provide assessments for those clients identified to be at nutritional risk through the screening process. It is preferred that assessments are conducted in person, but they may also be done over the telephone.

3. *Nutritional Counseling* occurs between assessments and reassessments to follow-up on the care plan, reinforce nutrition and food safety education and answer clients' general nutrition questions. Nutrition counseling sessions need only be provided as necessary, but there must be a nutritionist/dietitian available to speak to clients between assessments.

Nutrition Group Education: Congregate meal programs must offer a nutrition education activity at least once a month. Clients enrolled in programs that only distribute grocery/pantry bags or vouchers must attend two workshops sponsored by the funded agency per contract year. Clients who have grocery/pantry bags delivered may receive nutrition assessments two times per year instead of attending workshops if the program determines a client is physically unable to attend or lacks transportation.

Programs that offer grocery/pantry bags must include nutrition education materials and recipes relevant to the foods contained in the bags; and voucher programs must have nutrition education materials, including simple recipes that can be made on a limited budget, available for their clients.

5. *Bioelectrical Impedance Analysis (BIA)* may be included in a workshop or offered during assessments, reassessments, or counseling sessions to measure body composition. BIA is not required, but highly recommended as a means of monitoring clients' nutrition status.
6. *Meal Orientation* must be conducted once the client is enrolled in the program and the food and meal services to be offered confirmed. Meal orientation includes clients' rights and responsibilities, and the funded agency's responsibilities to the client. The hours of meal and food distribution, and the nutrition service requirements must be discussed with the client. It is recommended that at the end of the orientation session the client sign and date a contract outlining the above.

Food and meal services may be provided to the dependent children. Nutrition assessments, reassessments and counseling (including BIAs) are only available for PLWH/A.

August 2001; revised October 2005

Sample Meal

One 3 ounce beef patty with 3 ounces onion gravy
Baked potato
½ cup Italian style squash (zucchini, tomatoes and onions)
1 slice whole wheat bread with 1 pat butter
Brownie
1 cup sliced peaches

This sample meal contains approximately 800 calories, 33 grams protein, 129 grams carbohydrate, 25 grams fat, 99 milligrams cholesterol, 327 milligrams of sodium, 15 grams dietary fiber.

Sample Grocery/Pantry Bag for Three Days, Three Meals per Day

Type of Food	Food Item	Amount for 1 person
100% Fruit juice	Grape	1 quart
Milk	1% Low-fat milk	1 pint
Meat or Meat Substitute	Tuna Peanut butter Cheese – American Beans – Great Northern	3 ounces (water pack) 8 ounces 4 ounces One 15 ounce can
Vegetables	Kale (fresh) Green beans (canned) Carrots (fresh) Sweet potatoes (fresh)	Equivalent to 4 cups, cooked One 15 ounce can 4 2
Fruit	Apples (fresh) Peaches (canned) Bananas	2 One 15 ounce can 2
Cereal	Dry cereal (no sugar)	8 ounces
Bread	Whole wheat	1 loaf
Pasta	Spaghetti	8 ounces

This sample bag contains approximately 7425 calories; 320 grams protein; 1309 grams carbohydrates; 231 grams fat; 8949 milligrams sodium*, 205 milligrams cholesterol; and 320 grams fiber. Condiments such as oil or spices have not been included in the bag.

* Sodium content can be reduced by advising clients to wash canned beans and vegetables with cold water.

February 2001; revised July 2005

NEW YORK STATE DEPARTMENT OF HEALTH AIDS INSTITUTE

Nutrition Initiative Food and Nutrition Services for Persons Living with HIV/AIDS

Required Information for Initial Nutritional Screening of Clients

All clients must be screened to determine if they are at nutritional risk. Clients found to be at nutritional risk through this screening process are to be scheduled for a nutritional assessment, within two weeks of beginning program services. **A copy of the completed screening should be given to the dietitian conducting the assessment.** In addition to verifying the nutritional status of the client, it will provide the dietitian with the background information necessary to complete the assessment. It also contains information that could be useful in planning meals and other program services.

Any program staff person may conduct the nutritional screening. It should not be completed by a dietitian (RD, RDE or CDN) since it does not require the expertise of nutrition professional. Nutrition students supervised by a RD, CDN, or RDE may, however, conduct the initial screening. The screening should be conducted after the intake process that collects data required by the Uniform Reporting System.

Information to be obtained during the initial nutritional screening:

- The names, addresses and telephone numbers of the client's:
 - ⇒ Primary care physician
 - ⇒ Dietitian/Nutritionist and if available, the approximate date of the client's most recent nutrition assessment
 - ⇒ Case Manager/Social Worker
- **Evidence of HIV serostatus and the date it was provided.**

(If the information above was already obtained during the intake process and is available to the program dietitian it does not have to be collected again.)

- The AI continuum of nutrition services food or meal component being requested (home delivered meals – hot or frozen, congregate meals, groceries/pantry bags, or food vouchers. (For eligibility criteria for each component see the AIDS Institute's *Standards For Client Eligibility, Food, Meals and Nutrition Services*).
- Type of diet, therapeutic, modified or regular the client follows. If the client is not on a regular diet, list reasons or conditions that indicate a special diet.
- List all of client's food allergies or intolerances (e.g. inability to eat dairy products).
- List client's sources of food assistance (e.g., family, friends, food stamps, congregate meal programs, food vouchers, pantries, home-delivered meals, insurance-funded [e.g. ADAP, Medicaid] liquid nutritional supplements. Include organization(s) providing this assistance.
- List all dependents who will be receiving food and meal services and indicate their date of birth.

- List current medications (HIV-related and other, including vitamins and minerals, and herbal and complementary/alternative therapies).
- State the type of exercise (if any) the client participates in and how frequently (e.g. walking for 30 minutes 3 times per week).

Height and Weight Information:

- Record the client's height (in inches) and current weight (in pounds - #).
- Calculate the client's Body Mass Index (BMI) using the following formula:

$$\text{BMI} = \frac{\text{Client's current weight} \times 703}{\text{Height}^2}$$

- Record the client's usual body weight (UBW). UBW is the client's weight when he/she was diagnosed with HIV.
- Calculate the percent (%) change in UBW. Use the formula below to calculate the change.

$$\% \text{ Change in UBW} = \frac{\text{UBW} - \text{current weight}}{\text{UBW}} \times 100$$

A weight change of more than 10% indicates a significant weight loss

Determination of Nutritional Risk:

- If the client will be receiving home delivered meals (hot or frozen), is a HIV-positive child or adolescent, pregnant *or* meets any of the following criteria or conditions a nutrition assessment must be scheduled within two weeks of beginning program services:
 - ⇒ Significant weight loss
 - ⇒ Underweight (if client's BMI is under 18.5 he/she is underweight)
 - ⇒ Obese (if client's BMI is over 30 he/she is obese)
 - ⇒ Poor Appetite/Intake (eating less than 65% of meals consumed)
 - ⇒ Diabetes
 - ⇒ Renal disease
 - ⇒ Liver disease
 - ⇒ Vegetarian
 - ⇒ Nausea or vomiting
 - ⇒ Diarrhea (loose watery stools more than three times per day) or Constipation
 - ⇒ Persistent gas or bloating
 - ⇒ Thrush, or painful or difficulty chewing or swallowing
 - ⇒ Food allergies
 - ⇒ High cholesterol or heart disease

Clients who are at nutritional risk, but have been assessed by a dietitian within six months do not have to be assessed until they have participated in the program for six months. A copy of the

nutritional assessment, however, must be obtained from the clients' dietitian and included in their charts.

August 2001; revised July 2005

NEW YORK STATE DEPARTMENT OF HEALTH AIDS INSTITUTE

Nutrition Initiative Food and Nutrition Services for Persons Living with HIV/AIDS

Required Information for Nutrition Assessments/Reassessments

All clients who have been found to be at nutritional risk through the screening process must be assessed.

Initial Assessment:

- Date
- Client's name or identifying code
- Client's ideal body weight (IBW) and %IBW calculated
- 24-Hour Diet Recall
- Client's nutritional concerns
- Assessment of client's nutritional status
- Type of diet recommended
- Goals and plan
- Education materials distributed
- Name and signature of the RD, RDE or CDN conducting the assessment

Reassessments:

- All information from the initial assessment must be updated. New goals and a plan for the next six months must be included.
- The same form or format as the initial assessment may be used, but it must be clear that the client is being reassessed.

Optional:

- Body Composition (e.g. Bioelectrical Impedance Analysis [BIA]) results)
- Lab results (as per client or from physician) – albumin, cholesterol, triglycerides, LDL, HDL, etc.

August 2001; revised July 2005

NEW YORK STATE DEPARTMENT OF HEALTH AIDS INSTITUTE

Nutrition Initiative
Food and Nutrition Services for Persons Living with HIV/AIDS

Guidelines for Food Voucher Programs

In addition to ensuring that clients meet program eligibility requirements and the voucher amount is sufficient to meet the AIDS Institute Food and Meal Content Standards, voucher programs must develop a system that ensures that only authorized clients redeem vouchers and purchase allowable food items (see list below).

The supermarkets and grocery stores from which vouchers are purchased must be inspected at least yearly to ensure that quality food items are available at competitive prices. The food must also be culturally/ethnically appropriate for the targeted population. The facilities should be inspected for safety, cleanliness and accessibility as well. Sample criteria for an inspection are listed below.

No cash can be exchanged between the vendor and the client. Client's receipts must be returned and reviewed by program staff before another voucher is issued.

Allowable Items	Non-Allowable Items
Milk and Milk Products (cheese, yogurt, butter); 100% Fruit or Vegetable Juice; Fresh or Canned Fruit and Vegetables; Cereals; Bread; Pasta; Grain Products; Poultry; Meat; Fish; Eggs; Nuts; Peanut Butter; Tomato Sauce; Beans (canned or dry); Margarine; Mayonnaise; Mustard; Ketchup; Salad Dressings; Flour; Sugar; Baking Powder; Baking Soda; Salt; Oils; Cooking Herbs and Spices.	Carbonated Beverages including Soda or Flavored Beverages such as Kool-Aid; Alcoholic Beverages; Coffee; Tea; Cigarettes; Paper Goods; Gum or Candy; Cakes including Doughnuts, Pies and Brownies; Laundry detergent; Soap; Disposable Diapers; Baby Food or Formula; Pickles; Pretzels; Popcorn or Chips; Nutritional Supplements (e.g. vitamin/mineral pills and or liquid nutritional supplements such as Ensure); Frozen sweets such as Ice Cream and Popsicles; Dessert Sauces; Syrups and Toppings; or Any Non-Food Item

Sample Inspection Criteria

- (1) Quality of the food: Verify that it is fresh and that the products are sold within their "sell by" or "use by" dates.
- (2) Variety of food, and products that are appropriate for the ethnic/cultural needs of targeted population
- (3) Price: Verify that the prices are comparable to other food markets in the area(s) the targeted population live
- (4) Facility: Store is clean and safe (you may want to ask the store's management for the most recent copy of their inspection report)
- (5) Accessibility: Verify that the store is accessible to the physically challenged

Ryan White HIV Care Networks
09/06/05

ATTACHMENT 8

NETWORK REGION	LEAD AGENCY	NETWORK COORDINATOR	CONTRACT MANGER
Albany (Albany, Clinton, Columbia, Delaware, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, and Washington counties)	Union Council of Community Svcs	Jill Farnham Council of Community Services 272 Broadway Albany, NY 12204 Tel: 518-434-9194 ext. 116 Fax: 518-434-0392 Email: jfarnham@ccsnys.org	Charles Lobosco Tel: 518-486-1323 Fax: 518-474-1452 Email: Cml03@health.state.ny.us
Bedford Stuyvesant/Crown Heights (Zip Codes 11211, 11213, 11216, 11221, 11225, 11233, 11238)	Interfaith Medical Center	Eve Ammons-Johnson Interfaith Medical Center 500 St. Marks Avenue, Room 158 Brooklyn, NY 11238 Tel: 718-613-6595 Fax: 718-613-6693 Emails: bschhivcare@earthlink.net	Dennis Pearson Tel: 212-417-4481 Fax: 212-417-4786 Email: Dgp02@health.state.ny.us
Binghamton Tri-County (Broome, Chenango, and Tioga counties)	Broome County Health Department	Sandra Kosty Broome County Health Department 225 Front Street Binghamton, NY 13905 Tel: 607-778-3066 Fax: 607-778-3888 Email: skosty@co.broome.ny.us	Charles Lobosco Tel: 518-486-1323 Fax: 518-474-1452 Email: Cml03@health.state.ny.us
Bronx All of the Bronx (Borough Wide)	Montefiore Medical Center	Socrates Caba Montefiore Medical Center 3058 Bainbridge Avenue Bronx, NY 10467 Tel: 718-231-3296 Ext. 25 Fax: 718-655-3763 Email: Scaba@montefiore.org	Rena Meyer Tel: 212-417-4484 Fax: 212-417-4786 Email: mmm04@health.state.ny.us

Ryan White HIV Care Networks
09/06/05

ATTACHMENT 8

NETWORK REGION	LEAD AGENCY	NETWORK COORDINATOR	CONTRACT MANAGER
Buffalo (Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming counties)	AIDS Network of Western NY, Inc.	Andrew Kiener AIDS Network of Western New York, Inc. 40 Gates Circle, Suite 100 Buffalo, NY 14209 Tel: 716-882-7840 Fax: 716-882-2139 Email: aidsnwt@pcc.net	Susan Kosinski Tel: 518-486-1323 Fax: 518-474-1452 Email: Sjk09@health.state.ny.us
Central Harlem Zip Codes 10026, 10067, 10030, 10031, 10039	Harlem Directors Group	Leatrice Wactor Harlem Directors 271 West 125 th Street #215 New York, NY 10027 Tel: 212-531-0049 Fax: 212-283-2736 Email: lwactor@hdg.org	Michael Dunham Tel: 212-417-4487 Fax: 212-417-4786 Email: Mad13@health.state.ny.us
East Harlem Zip Codes 10029, 10035, 10037	Union Settlement Association	Jose Martin Garcia Orduna Union Settlement Association, Inc. 158 E. 115 th Street, 2 nd Floor New York, NY 10029 Tel: 212-828-6143 Fax: 212-360-5914 Email: jorduna@unionsett.org	Gurpreet Clair Tel: 212-417-4478 Fax: 212-417-4786 Email: Gkc01@health.state.ny.us
East New York/Brownsville Zip Codes 11207, 11208, 11239	Miracle Makers, Inc.	Gwendolyn Edwards Miracle Makers, Inc. 510 Gates Avenue, 2 nd Floor Brooklyn, NY 11216 Tel: 718-483-3099 Fax: 718-623-3217 Email: ENYBHCN@aol.com	Georgette Beal Tel: 212-417-4479 Fax: 212-417-4786 Email: Gtp01@health.state.ny.us

Ryan White HIV Care Networks
09/06/05

ATTACHMENT 8

NETWORK REGION	LEAD AGENCY	NETWORK COORDINATOR	CONTRACT MANGER
Lower Hudson (Westchester, Putnam, AND Rockland counties)	Urban League of Westchester County	Kelli Everett Urban League of Westchester County, Inc. 61 Mitchell Place White Plains, NY 10601 Tel: 914-428-2114 Ext. 230 Fax: 914-428-6358 Email: lhrcaresnetwork@gmail.com	Lisa Tackley Tel: 518-474-2621 Fax: 518-474-1452 Email: Llt02@health.state.ny.us
Mid-Hudson (Orange, Sullivan, Dutchess, and Ulster counties)	Greater Hudson Valley Family Health Center, Inc.	TBA Contact: Ellen Waz, Program Assistant Greater Hudson Valley Family Health Center, Inc. 3 Washington Center Newburgh, NY 12550 Tel: 845-563-8058 Fax: 845-563-8057 Email: ellenwaz@msn.com	Charles Lobosco Tel: 518-486-1323 Fax: 518-474-1452 Email: Cml03@health.state.ny.us
Nassau/Suffolk (Nassau and Suffolk counties)	United Way of Long Island	Debra Ross United Way of Long Island 819 Grand Boulevard Deer Park, NY 11729 Tel: 631-940-3700 Ext. 3736 Fax: 631-940-2552 Email: dross@unitedwayli.org	Yanick Eveillard Tel: 212-417-4489 Fax: 212-417-4786 Email: Yxe01@health.state.ny.us
Queens All of Queens (Borough Wide)	Steinway Child and Family Svcs	Maritza Villacis Steinway Child and Family Services, Inc. 41-36 27 th Street Long Island City, NY 11101 Tel: 718-389-5100 Ext. 188 Fax: 718-784-2920 Email: mvillacis@steinway.org	Michael Dunham Tel: 212-417-4487 Fax: 212-417-4786 Email: Mad13@health.state.ny.us

Ryan White HIV Care Networks
09/06/05

ATTACHMENT 8

NETWORK REGION	LEAD AGENCY	NETWORK COORDINATOR	CONTRACT MANAGER
Rochester (Chemung, Livingston, Monroe, Ontario, Schuyler, Seneca, Steuben, Wayne, Yates counties)	Finger Lakes Health Systems	Lynn D. Varricchio Finger Lakes Health Systems Agency 1150 University Avenue Rochester, NY 14607 Tel: 585-461-3520 Ext. 106 Fax: 585-461-0997 Email: lynn@flhsa.org	Susan Kosinski Tel: 518-486-1323 Fax: 518-474-1452 Email: Sjk09@health.state.ny.us
Staten Island All of Staten Island (Borough Wide)	Community Health Action of Staten Island	Rebecca Ortiz Community Health Action of Staten Island 56 Bay Street, 6 th Floor Staten Island, NY 10301 Tel: 718-448-8789 Fax: 718-448-7489 Email: Rebecca.ortiz@sihealthaction.org	Julie Laden Tel: 212-417-4482 Fax: 212-417-4786 Email: Jaa08@health.state.ny.us
Syracuse (Cayuga, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence, and Tompkins counties)	Central New York, H.S.A.	Stephen Waldron, Ph.D. Central New York, H.S.A. 5700 Commons Park Drive East Syracuse, NY 13057 Tel: 315-472-8099 Fax: 315-472-8033 Email: sewaldron@cnyhisa.com	Charles Lobosco Tel: 518-486-1323 Fax: 518-474-1452 Email: Cml03@health.state.ny.us
Williamsburg/Greenpoint/Bushwick Zip Codes 11206, 11211, 11222, 11237	Family Services Network of New York	TBA Contact: Shaila Lopez, Program Assistant Family Services Network of New York, Inc. 1420 Bushwick Avenue Brooklyn, NY 11207 Tel: 718-455-6010 Ext.138 Fax: 718-452-4843 Email: Mysticshai@aol.com	Mark Perez Tel: 212-417-4480 Fax: 212-417-4786 Email: Msp02@health.state.ny.us

Attachment 9

APPLICANT CHECKLIST

Please submit one original and ten (10) copies of your application. Your submission should include this checklist and the items listed below:

- _____ Application Cover Page (Attachment 3)
- _____ Application Narrative and Budget Forms (Attachment 4)
- _____ Vendor Responsibility Questionnaire (Attachment 5)
- _____ Applicant Checklist (Attachment 9)
- _____ Board of Directors Information Form (Attachment 10)
- _____ Agency Contact (Attachment 11)
- _____ Program Timeline (Attachment 12)
- _____ Letter of Commitment from the Executive Director or CEO (Attachment 15)
- _____ Letter of Commitment from the Board of Directors (Attachment 16)
- _____ Letters documenting bi-directional agreements (Letters of support will NOT be accepted)

For applications submitted on behalf of a consortium of providers ONLY:

- _____ Memorandum of Agreement (MOA) with required signatures (see page 6 of RFA).

BOARD OF DIRECTORS/TASK FORCE INFORMATION FORM

ORGANIZATION _____

TOTAL NUMBER OF BOARD MEMBERS: _____

NAME, ADDRESS, AND PHONE # OF BOARD MEMBERS	OFFICE HELD	TERM	COMMITTEE ASSIGNMENTS	EXPERTISE

PLEASE INDICATE THE NUMBER OF BOARD MEMBERS WHO CONSIDER THEMSELVES AMONG THE FOLLOWING CATEGORIES. (THESE NUMBERS MAY BE DUPLICATIVE.)

_____ **Racial/Ethnic Minorities**

_____ **Persons Living with HIV or AIDS**

_____ **Gay Men or Lesbians**

_____ **Current or Former Substance Users**

_____ **Clients**

New York State Department of Health AIDS Institute

Agency Contact

NAME OF APPLICANT AGENCY:

*Contact Name: _____

Title: _____

Address: _____

Telephone: () _____

Fax: () _____

E-mail: _____

*** Note:** All official correspondence will be mailed to the attention of this person.

**New York State Department of Health
AIDS Institute**

HIV QUALITY IMPROVEMENT STANDARDS

A formal program that embraces a quality improvement (QI) philosophy should be developed and implemented as part of the HIV service delivery program. The quality program should include the following organizational components:

- Infrastructure, including the development of a programmatic quality plan that clearly indicates responsibilities and accountability and defines a process for ongoing evaluation and assessment;
- Performance measurement of clearly defined indicators, as prioritized by the program, with plans for follow-up of results and a statement of desired outcomes;
- Quality improvement activities conducted by cross-functional teams that include specific projects with action steps and a mechanism for integrating change into routine activities;
- Inclusion of consumers in quality-related activities; and
- Provision for ongoing education of staff about QI, support for staff involvement in QI activities, and integration of involvement in QI activities into job expectations.

**RYAN WHITE C.A.R.E. ACT
GUIDANCE FOR CONTRACTORS**

This guidance sets forth requirements related to AIDS Institute Ryan White Title I and Title II contracts as stipulated in the Ryan White CARE Act and HRSA policies. The following information provides guidance for contractors in developing budgets and workplans. **RYAN WHITE CONTRACTS MUST ADHERE TO THESE REQUIREMENTS.** This guidance includes information on administration, fundable services, client eligibility, time and effort reporting, and revenue. Please note that these policies may not be applicable to Ryan White Title I contracts administered by MHRA.

ADMINISTRATION

The Ryan White legislation imposes a cap on contractor administration. Legislative intent is to keep administrative costs to an absolute minimum. Contractors must keep administrative costs to approximately ten percent of the total budget.

Administration includes the following:

1. **Management and oversight of specific programs funded under Title II:** This includes staff who have agency management responsibility but no direct involvement in the program or the provision of services. This does not include the direct supervision of program/clinical staff. However, management and oversight of the specific Title II program could be a portion of an individual's responsibilities. For example, a program director or project coordinator might have responsibility for indirect management and oversight of the program along with responsibility for the direct provision of services, supervising day-to-day program operations, or direct supervision of staff involved in the provision of services. In such a case, the former would be considered administrative, while the latter would be considered direct program. Titles that might involve management and oversight duties may include: Executive Director, Deputy Executive Director; Program Manager, Program Coordinator, Clinic Manager, etc.
2. **Other types of program support, such as quality assurance, quality control and related activities:** This includes staff whose duties relate to agency-wide quality assurance (e.g., developing agency quality assurance protocols, reviewing a sample of charts to determine the quality of services agency-wide, or participating on an agency's/facility's quality committee). This might not include quality assurance activities related specifically to an HIV program component of an agency; such activities will have to be reviewed on a case-by-case basis. This does not include supervisory quality assurance (e.g., reviewing charts with direct service staff to determine the appropriateness and comprehensiveness of services delivered to the staff person's clients).

financial reports as required by the AIDS Institute.

4. **Audit:** All funds included in the budget's audit line. Please note that under revised federal audit requirements, grantees that expend \$300,000 or more in federal funds must have a single A-133 audit. Formerly, a single audit was required of grantees expending \$25,000 or more in federal funds. Federal grantees that spend less than \$300,000 in federal funds annually are prohibited from charging federal funds for single audits. Therefore, only those contractors receiving federal funds of \$300,000 or more may request approval of reimbursement for single audit expenses through their Ryan White contract. However, Ryan White funds may be used to support limited financial review with prior AIDS Institute approval.
5. **Other administrative activities:** This includes fiscal activities, such as accounting, bookkeeping, payroll, etc., and operations responsibilities, such as security, maintenance, etc. Titles that may involve such duties include: Controller, Accounting Manager, Director of Operations, Bookkeeper, Accountant, Payroll Specialist, Finance Coordinator, Maintenance Worker, Security Officer, etc. Some types of insurance are considered program costs (e.g., medical malpractice insurance, insurance for a vehicle used as part of a transportation program), while some are considered administrative (general liability, board insurance).
6. **Indirect:** This includes usual and recognized overhead, including established indirect cost rates. Examples of such costs are rent, utilities, etc. Indirect costs are those shown in the budget's "administrative costs" line.

With regard to numbers 1 through 5 above, contractors must submit detailed duties descriptions. If staff spend portions of the time supported by the contract on administrative activities, contractors must identify the percentage of time devoted to those activities so the AIDS Institute is able to identify the amount of the budget that supports administration. Contractors should also ensure that staff titles are consistent with their duties. For example, the title "Administrative Assistant" should not be used if the majority of the staff person's duties are program related. A more appropriate title might be "Program Assistant." Contract managers will work with contractors to ensure that titles reflect the duties of staff.

The percentage of staff time devoted to administration must be applied to the fringe amount. That is, if five percent of all personal services is identified as administrative, five percent of the fringe amount would be considered administrative as well. In addition, this percentage must be applied to OTPS lines unless OTPS items are described as specifically related to program. If five percent of all personal services is identified as administrative, five percent of OTPS would be considered administrative. Exceptions would include OTPS items that are 100 percent program-related, which might include: supplies such as educational materials, clinical materials, etc.; space for client services; travel for client transportation or staff travel for the purpose of serving clients.

We recognize that some administrative resources are needed by contractors to support direct service programs, and it is AIDS Institute policy to provide those resources within reason. However, it is important to note that Ryan White funds are meant to support direct services rather than

administration. Contract managers will review budgets to determine the amount of funds supporting administration. If it is excessive, contract managers will work with you in revising budgets and workplans if necessary to reduce administrative costs.

RYAN WHITE SERVICE CATEGORIES

The Ryan White CARE Act is emergency legislation enacted for specific purposes. Activities supported and the use of funds appropriated under the Act must be in accordance with legislative intent, federal cost principles, and program-specific policies issued by the federal Health Resources and Services Administration (HRSA). HRSA policy related to Ryan White Titles I and II states that no service will be supported with CARE Act funds unless it falls within the legislatively defined range of services and the list of allowable services issued by HRSA. In addition, the CARE Act stipulates that funds will not be used to make payments for any item or service to the extent that payment can reasonably be expected to be made by sources other than Ryan White funds. HRSA policy states that grantees and their contractors must recognize that Ryan White funds are to be considered dollars of last resort and must make reasonable efforts to secure other funding instead of CARE Act funding whenever possible. In conducting program planning, developing contracts, and overseeing programs, please keep in mind the emergency nature of the CARE Act and ensure that contracts comply with legislative intent and HRSA policies regarding allowable services.

Ryan White funds are to be used to support health care, case management and supportive services for HIV-positive individuals. (Also see client eligibility section below.) Following is a list of services that may be supported with Ryan White funds along with definitions of the services.

1. **Ambulatory/Outpatient Medical Care:** Provision of professional diagnostic and therapeutic services rendered by a physician, physician's assistant, clinical nurse specialist or nurse practitioner in an outpatient, community-based and/or office-based setting. This includes diagnostic testing, early intervention and risk assessment, preventative care and screening, practitioner examination, medical history taking, diagnosis and treatment of common physical and mental conditions, prescribing and managing medication therapy, care of minor injuries, education and counseling on health and nutritional issues, minor surgery and assisting at surgery, well-baby care, continuing care and management of chronic conditions, and referral to and provision of specialty care.
2. **Dental Care:** Diagnostic, prophylactic and therapeutic services rendered by dentists, dental hygienists and similar professional practitioners.
3. **Mental Health Therapy/Counseling:** Psychological and psychiatric treatment and counseling services, including individual and group counseling, provided by a mental health professional licensed or authorized within the State, including psychiatrists, psychologists, clinical nurse specialists, social workers, and counselors.
4. **Nutritional Counseling:** Nutrition education and/or counseling provided by a licensed/registered dietitian outside of a primary care visit. Nutritional counseling provided by other than a licensed/registered dietitian is categorized as "Counseling (Other)" (see

"Counseling-Other" below). Provision of food, meals, or nutritional supplements is categorized as "Food Bank/Home Delivered Meals/Nutritional Supplements" (see category below).

5. **Rehabilitation Care:** Services provided by a licensed or authorized professional in accordance with an individualized plan of care which is intended to improve or maintain a client's quality of life and optimal capacity for self-care. This definition includes physical therapy, speech pathology, and low-vision training services.
6. **Substance Abuse Counseling:** Provision of counseling to address substance abuse issues (including alcohol, legal and illegal drugs), provided in an outpatient setting.
7. **Acupuncture:** Funds may be used to support acupuncture **upon written referral by the client's primary health care provider (or substance abuse counselor in the case of referrals for acupuncture associated with substance abuse treatment)**. Such services are to be provided by certified or licensed practitioners and/or programs wherever State certification or licensure exists.
8. **HIV/AIDS Treatment Adherence:** Provision of counseling or special programs to ensure readiness for and adherence to complex HIV/AIDS treatments.
9. **Adoption/Foster Care Assistance:** Assistance in placing children younger than 20 in temporary (foster care) or permanent (adoption) homes because their parents have died or are unable to care for them due to HIV-related illness.
10. **Buddy/Companion Services:** Activities provided by peers or volunteers to assist a client in performing household or personal tasks. Buddies also provide mental and social support to combat loneliness and isolation.
11. **Case Management:** A range of client-centered services that link clients with health care, psychosocial and other services to ensure timely, coordinated access to medically appropriate levels of health and support services, continuity of care, on-going assessment of the client's and other family members' needs and personal support systems, and inpatient case management services that prevent unnecessary hospitalization or that expedite discharge, as medically appropriate, from inpatient facilities. Key activities include: initial comprehensive assessment of the client's needs and personal support systems; development of a comprehensive individualized service plan; coordination of the services required to implement the plan; client monitoring to assess the efficacy of the plan; and periodic re-evaluation and revision of the plan as necessary over the life of the client. May include client-specific advocacy and/or review of utilization of services.
12. **Client Advocacy:** Assessment of individual need, provision of advice and assistance obtaining medical, social, community, legal, financial and other needed services. Advocacy does not involve coordination and follow-up on medical treatments.

13. **Counseling (Other):** Individual and/or group counseling, other than mental health counseling, provided to clients, family and/or friends by non-licensed counselors. May include psycho-social providers, peer counseling/support group services, caregiver support/bereavement counseling, drop-in counseling, benefits counseling, and/or nutritional counseling.
14. **Day or Respite Care:** Home- or community-based non-medical assistance designed to relieve the primary care giver responsible for providing day-to-day care of client or client's child. Support for informal care by a family member, neighbor, or other person must be limited and carefully monitored to assure compliance with the prohibition on direct payments to eligible individuals. Such arrangements may also raise liability issues for the contractor.
15. **Direct Emergency Financial Assistance:** Provision of short-term payments to agencies, or establishment of voucher programs, to assist with emergency expenses related to food, housing, rent, utilities, medications, or other critical needs, which must be carefully monitored to assure limited amounts, limited use, and for limited periods of time. In no case may CARE Act funds be used to make direct payments of cash to recipients of services. Where direct provision of the service is not possible or effective, vouchers or similar programs, which may only be exchanged for a specific service or commodity (e.g., food or transportation), must be used to meet the need for such services. Voucher programs must be administered in a manner which assures that vouchers cannot be readily converted to cash.
16. **Food Bank/Home Delivered Meals/Nutritional Supplements:** Provision of food, meals or nutritional supplements. (Also, see "Food" category below.)
17. **Health Education/Risk Reduction:** (1) Provision of information, including information dissemination about medical and psycho-social support services and counseling; or (2) preparation/distribution of materials in the context of medical and psycho-social support services to educate clients **with HIV** about methods to reduce the spread of HIV.
18. **Housing Assistance:** This is limited to short-term or emergency financial assistance to support temporary and/or transitional housing to enable the individual or family to gain and/or maintain medical care. Use of Title II funds for short-term or emergency housing must be linked to medical and/or supportive services or be certified as essential to a client's ability to gain or maintain access to HIV-related medical care or treatment.
19. **Housing-Related Services:** Includes assessment, search, placement, and advocacy services provided by professionals who possess an extensive knowledge of local, state and federal housing programs and how they can be accessed.
20. **Legal Services for Eligible Individuals:** Legal services directly necessitated by a person's HIV status, including preparation of Powers of Attorney, Do Not Resuscitate (DNR) Orders, wills, trusts, bankruptcy proceedings, and interventions necessary to ensure access to eligible benefits, including discrimination or breach of confidentiality litigation as it relates to services eligible for funding under the CARE Act. Also, see permanency planning and

adoption/foster care.

21. **Outreach:** Programs which have as their principal purpose identifying people with HIV disease so that they may become aware of and may be enrolled in care and treatment services, **not HIV prevention education.** Outreach programs must be planned and delivered in coordination with local HIV prevention outreach programs to avoid duplication of effort, be targeted to populations known through local epidemiologic data to be at disproportionate risk for HIV infection, be conducted at times and in places where there is a high probability that HIV-infected individuals will be reached, and be designed with quantified program reporting which will accommodate local effectiveness evaluation.
22. **Permanency Planning:** Includes the provision of social service counseling or legal counsel regarding (1) the drafting of wills or delegating powers of attorney, and (2) preparation for custody options for legal dependents including standby guardianship, joint custody, or adoption.
23. **Referral:** The act of directing a person to a service in person or through telephone, written, or other type of communication. Referral may be made formally from one clinical provider to another, within a case management system by professional case managers, informally through support staff or as part of an outreach program.
24. **Transportation:** Conveyance services provided to a client in order to access health care or psycho-social support services. May be provided routinely or on an emergency basis.
25. **Other Support Services:** Direct support services not listed above, such as translation or interpretation services.
26. **Program Support:** Activities that are not service oriented or administrative in nature, but contribute to or help to improve service delivery. Such activities may include capacity building, technical assistance, specific HIV staff training which enhances an individual's or an organization's ability to improve the quality of services to clients, program evaluation (including outcome assessment), quality assurance, continuous quality improvement, and assessment of service delivery patterns.
27. **Network Lead Agency.**
28. **Developmental Services for HIV-positive Children:** Funds may be used to provide clinician prescribed developmental services for HIV-positive infants/children when such services are not covered by specific State and Federal legislation that mandates health care coverage for all children with developmental disabilities.
29. **Vision Care for Eligible Individuals:** Optometric or ophthalmic services and purchase of corrective prescription eye wear THAT IS NECESSITATED BY HIV INFECTION.
30. **Food:** The provision of food and refreshments for HIV-positive clients is an allowable cost

under contracts whose purpose is the distribution of food. Food and refreshments given to clients under contracts whose purpose is not the distribution of food are not allowable costs. However, food can be provided as nourishment for HIV-infected persons in the following circumstances: Food may be provided to HIV-infected persons during counseling/support groups; food/snacks may be used as incentives for HIV-infected persons; and food may be provided at consortia/network meetings. (NOTE: Food and household items may be supported by housing contracts only if such items cannot be supported by a source other than Ryan White funds.)

31. **Transitional case management, planning, and social support services for incarcerated HIV-positive persons** as they prepare to exit the correctional system as part of effective discharge planning or for HIV-positive persons who are incarcerated for a brief period with no formal discharge planning. Transitional social support services must be related to establishing or re-establishing linkages to HIV care and treatment services in community-based systems of care. Such services may be provided for a period not to exceed 180 days. This policy applies to individuals who reside in a community setting if the individual is involuntarily confined to those settings (e.g., half-way house and home detention programs). Funds may also be used to provide transitional primary care services delivered in an outpatient setting for a brief period of time until a more permanent health care provider can be arranged only when other sources of funds are not available.
32. **Early Intervention Services:** HIV counseling, testing, and follow-up referral for purposes of case finding and facilitating access to HIV-related health services. To be eligible to use Title II funds for these services, an entity must be a point of entry to health care, either directly or through a formal referral relationship. Agencies using Title II funds for these services must demonstrate that other federal, state and local funds, including Medicaid, are unavailable or insufficient for these services. Title II funds may be used to supplement but not supplant other funds available for the provision of such services (e.g., CDC, Title III, state, or other funds). A Title II grant may not be used solely for HIV counseling and testing services. Rather, Title II funds may be used for these services where they complement health care and support services in order to facilitate case finding and access to care. Title II funds should not be used to develop new, discrete HIV counseling and testing initiatives. Rather, Title II funds may be used to augment existing programs to integrate HIV counseling, testing, and referral with health care and support services.

Ryan White funds CANNOT be used to support:

1. HIV prevention/risk reduction for non-infected persons.
2. Syringe exchange programs..
3. Employment, vocational rehabilitation, or employment-readiness services.
4. Art, drama, music, dance, or photography therapy.
5. Social/recreational activities. **Federal funds cannot be used to support social or recreational activities.** Ryan White funds cannot be used to support amusement, diversion, social activities, or any costs related to such activities, such as tickets to shows, movies or sports events, meals, lodging, transportation, and gratuities. Movie tickets or other tickets

- cannot be used as incentives. Ryan White funds cannot support parties, picnics, structured socialization, athletics, etc.
6. Non-client-specific or non-service-specific advocacy activities.
 7. Services for incarcerated persons, except as described in "Transitional case management, planning, and social support services for incarcerated HIV-positive persons" category above.
 8. Costs associated with operating clinical trials.
 9. Funeral, burial, cremation or related expenses.
 10. Direct maintenance expense, loan payments, insurance, or license and registration fees associated with a **privately owned** vehicle.
 11. Local or State personal property taxes.
 12. Criminal defense or class action suits unrelated to access to services eligible for funding under the CARE Act.
 13. Direct payments of cash to recipients of services. Where direct provision of the service is not possible or effective, vouchers or similar programs, which may only be exchanged for a specific service or commodity (e.g., food or transportation), must be used to meet the need for such services. Voucher programs must be administered in a manner which assures that vouchers cannot be readily converted to cash.
 14. Inpatient services.
 15. Clothing.
 16. Installation of permanent systems for filtration of all water entering a private residence.
 17. Professional licensure or to meet program licensure requirements.
 18. Outreach programs which exclusively promote HIV counseling and testing or which have as their purpose HIV prevention education.
 19. Broad-scope awareness activities about HIV services which target the general public (poster campaigns for display on public transit, TV or radio public service announcements, etc.)
 20. Gift certificates.
 21. Food and refreshments given to clients under contracts whose purpose is not the distribution of food are not allowable costs, except as described in "Food" category above.
 22. **Fund raising.** Federal funds cannot be used for organized fund raising, including financial campaigns, solicitation of gifts and bequests, expenses related to raising capital or contributions, or the costs of meetings or other events related to fund raising or other organizational activities, such as the costs of displays, demonstrations, and exhibits, the cost of meeting rooms, and other special facilities used in conjunction with shows or other special events, and costs of promotional items and memorabilia, including gifts and souvenirs. These costs are unallowable regardless of the purpose for which the funds, gifts or contributions will be used.
 23. Transportation for personal errands, such as grocery shopping, other shopping, banking, social/recreational events, restaurants, or family gatherings.
 24. Voter registration activities.
 25. Costs associated with incorporation.
 26. Herbal supplements/herbal medicines.
 27. Massage and related services, unless they are part of a physical therapy program provided by a licensed physical therapist in accordance with an individualized plan of care.
 28. Reiki, Qi Gong, Tai chi and related activities.
 29. Relaxation audio/video tapes.
 30. Yoga, yoga instruction, yoga audio/video tapes, yoga/exercise mats.

Contract work plans AND duties descriptions of staff supported by Ryan White funds will be

reviewed to ensure that they include only those activities that are fundable under the Ryan White CARE Act.

CLIENT ELIGIBILITY

The intent of the Ryan White CARE Act is to serve HIV-positive persons. Contractors receiving Ryan White funds must have systems in place to ensure and document client eligibility. Client files must include primary documentation of positive HIV serostatus (e.g., lab results or physician statements) or reference to the primary documentation in the form of a certified referral form or a notation that eligibility has been confirmed, including the name of the person/organization verifying eligibility, date, and nature and location of primary documentation. Contractors must be made aware of this requirement, and contract managers must review documentation of client eligibility during monitoring.

Ryan White Title I and Title II contractors providing services on **mobile vans ARE** subject to the client eligibility documentation requirements. However, it is recognized that it may take some time to identify the status of the populations being served on the Ryan White-funded mobile vans (i.e., street youth and clients of harm reduction programs) and engage them in care. **Therefore, it is AIDS Institute policy that the eligibility of clients receiving Title I and Title II-funded care and support services on mobile vans must be determined and documented within six months of the initial encounter.** Mobile van contractors must document the date of the initial encounter, and in order to continue providing services to the client six months after the initial encounter, it must be determined and documented that the client is HIV positive. Ryan White funds cannot be used to provide ongoing care and support services to HIV-negative persons. **Please note that the six-month policy applies ONLY to mobile van contractors. All other Ryan White contractors must document client eligibility IMMEDIATELY upon client enrollment in a Title I or Title II-supported service. Also, please note that this policy is currently under discussion and may change in the near future.**

***NOTE:** There is no provision whereby case management, outreach, or any other service can be provided to uninfected or at-risk persons with the goal of counseling and testing or prevention education.

The policy on client eligibility for harm reduction and recovery readiness services is based on the stage of services and type of activities. Harm reduction and recovery readiness services include outreach and pre-enrollment activities and concrete services.

Outreach and pre-enrollment activities may be provided to individuals who are at high risk for HIV infection whose HIV status is not known prior to enrollment in the program. Concrete services may be provided only to enrolled Ryan White-eligible individuals, i.e., those known to be HIV-infected for whom documentation of their HIV status can be obtained. Following are definitions of these elements of harm reduction and recovery readiness services:

Outreach and pre-enrollment activities are defined as activities carried out with the goal of identifying individuals who are active substance users and at high risk for HIV infection, engaging these individuals, ascertaining their HIV status, and enrolling them in services. Once engaged through outreach, individuals may receive the following pre-enrollment services: individual group

counseling, support, and education; harm reduction (including complementary therapies); referrals for HIV counseling and testing and/or other services; escort; and transitional case management. Note that all outreach activities must conform to HRSA Program Policy Notice 97-03 on outreach.

Concrete services are defined as those services provided to Ryan White-eligible individuals (i.e. individuals known to be HIV-infected for whom documentation of HIV status can be obtained) that are enrolled in the program. Concrete services may include: intake and assessment, individual counseling, group counseling, family counseling, psychiatric evaluation and follow-up, support groups, complementary therapies, case management, and education.

Services that are not currently subject to the client eligibility documentation requirements include outreach and newsletters. Please note that while these services are not currently subject to such requirements, this policy is under review by HRSA and is subject to revision. With regard to outreach, once clients are enrolled in a Ryan White-supported service, eligibility must be determined. In other cases where documentation is not able to be provided initially, contractors are expected to document HIV status within a certain number of visits (e.g., within two visits).

Non-infected individuals (such as family members) may be appropriate candidates for Ryan White services in limited situations, but these services must always have at least an indirect benefit to the HIV-infected client. Ryan White funds may be used for services to individuals not infected with HIV in the following circumstances only:

1. The service has as its primary purpose enabling the non-infected individual to participate in the care of someone with HIV. Examples include caregiver training and support groups, counseling (this refers to supportive counseling as opposed to HIV counseling and testing), and practical support that assist with the stresses of caring for someone with HIV.
2. The service directly enables an infected individual to receive needed medical or support services by removing an identified barrier to care. Examples include payment of premiums for a family health insurance policy to ensure continuity of insurance coverage for a low-income HIV-positive family member and child care for non-infected children while an infected parent secures medical care or support services.
3. The service promotes family stability in coping with the unique challenges posed by HIV/AIDS. Examples include permanency planning for infected and uninfected children of HIV-positive parents and mental health services which focus on equipping uninfected family members and caregivers to manage the stress and loss associated with HIV.

Ryan White contractors are expected to provide documented, fundable services to eligible clients and to clearly define the scope and nature of such services in the contract workplan.

TIME AND EFFORT REPORTING

Contractors must have systems in place to document time and effort of direct program staff supported by all federal funds. New federal contractors must submit their written policies related to time and effort to HRI for approval. Most often, such systems take the form of a time sheet entry. These time and effort reporting procedures must clearly identify the percentage of time each staff person devotes to contract activities in accordance with the approved budget. The percent of effort

devoted to the project may vary from month to month. The employee's time sheet must indicate the percent of effort the employee devotes to each particular project for a given time period. The effort recorded on the time sheet must reflect the employee's funding sources, and the percent of effort recorded for Ryan White funds must match the percentage being claimed on the Ryan White voucher for the same time period. In addition, 100 percent of the employee's time must be documented. That is, the percent of effort must total 100 percent. In cases where the percentage of effort of contract staff changes during the contract period, contractors must submit a budget modification request to the AIDS Institute.

On audit, contractors will be expected to produce this documentation. Failure to produce this documentation could result in audit disallowances. HRI also has the right to request back-up documentation on any vouchers if they choose to do so. Only indirect staff are not subject to time and effort reporting requirements. Such staff **must** be included in the administrative costs line, rather than in PS.

REVENUE/PAYER OF LAST RESORT

Titles I and II of the Ryan White CARE Act include similar language relating to Medicaid and other third-party revenues. Section 2605(a)(4) of Title I and Section 2617(b)(4)(F) of Title II require assurances from grantees that Ryan White funding will not be "utilized to make payments for any item or service to the extent that payment has been made or can reasonably be expected to be made..." by sources other than the CARE Act.

All HIV service providers entering into contracts with the AIDS Institute agree to the following requirement contained in Attachment B, Paragraph 8, of their contracts:

"The contractor agrees to maximize third-party reimbursement available for HIV counseling, testing, medical care, case management and other funded services, including Medicaid reimbursement for HIV primary care available through participation in the New York State Department of Health's HIV Primary Care Medicaid Program, COBRA reimbursement for community-based case management, and reimbursement for services for the uninsured and underinsured through ADAP Plus. If eligible, Contractor agrees to enroll in the HIV Primary Care Medicaid Program by signing the Provider Agreement contained in the Department of Health Memorandum 93-26 within 60 days of the execution date of this Agreement (if otherwise eligible to provide some or all of the primary care services reimbursable thereunder.) The contractor further certifies that any and all revenue earned during the term of the Agreement as a result of the services and related activities performed pursuant to this Agreement, including HIV counseling and testing, comprehensive HIV medical examinations, CD4 monitoring and associated medical treatment and case management, will be made available to the program within the health facility generating those revenues and shall be used either to expand those program services or to offset expenditures submitted by the Contractor for reimbursement. The Contractor shall request approval in writing of its proposed uses of these funds. No such revenue shall be allocated without the written endorsement of HRI and the New York State Department of Health AIDS Institute."

The New York State Medicaid Program is based on a medical model. The program provides reimbursement only for services delivered by a licensed physician, physician's assistant or nurse practitioner. Mental health services are reimbursable only when provided by a clinical psychologist

or a psychiatrist. Visits provided by nurses, nutritionists, social workers, health educators are not reimbursable. The only exceptions are the therapeutic visit available only to Designated AIDS Centers and HIV counseling and testing, which may be provided by a trained counselor under the supervision of a physician.

The Medicaid program includes two dedicated HIV reimbursement programs. Hospitals with Designated AIDS Centers have access to a seven-tier rate structure that includes a full range of clinical visits. The HIV Primary Care Medicaid Program provides enhanced reimbursement for HIV counseling and testing and a more limited range of clinical visits. The enhanced rates are bundled and priced; they include labor costs for a defined set of diagnostic and treatment procedures as well as the costs of tests and ancillary services commonly needed by persons with HIV. The rates paid by the ADAP Plus uninsured program are based on the two Medicaid rate structures. All Medicaid rates for diagnostic and treatment centers, including community health centers and free-standing substance abuse treatment programs have been frozen since 1995.

As currently constructed, the ambulatory rates do not include prices for the following services commonly needed by persons with HIV. These services are included in the AIDS Institute's ambulatory care model, which is based on a multidisciplinary team approach to care. The services are:

- Targeted outreach to bring HIV-positive individuals into care;
- Treatment education and adherence monitoring;
- Case management;
- Comprehensive social work services;
- Nutritional services;
- Risk reduction for positives;
- Partner counseling and assistance;
- Mental health services provided by a counselor other than a clinical psychologist or a psychiatrist.

In addition, Medicaid and ADAP Plus HIV rates do not cover the costs of the following activities, which are expected of clinicians within grant-funded programs:

- Education and training to attain or maintain status as HIV specialists;
- HIV program direction and development, including a dedicated quality improvement program;
- Participation in case conferencing.

AIDS INSTITUTE RYAN WHITE REVENUE POLICY

The AIDS Institute's Ryan White revenue policy is based on the analysis outlined above.

All grant-funded programs must maximize the revenue available to the program through Medicaid, ADAP Plus and other third-party payors.

Each grantee will be required to track the revenue generated by the grant-funded program and to make such revenue available to the program either to enhance HIV services or to offset other expenses incurred by the contract, which are related to the HIV program. AIDS Institute approval

is required for allocation of third-party revenues generated by the grant funded program.

When necessary to ensure full coverage of services for persons with HIV, revenues from both state and Ryan White funding streams will be used to support grant-funded programs.

Ryan White funding will be used to support members of the multidisciplinary team who provide services not covered by Medicaid and ADAP Plus.

Ryan White funding may be used to support up to 20 percent of a physician's time for program development and direction, quality improvement, education and training, and case conferencing with other members of the multi-disciplinary team. The 20 percent limit does not apply to clinicians whose job description is primarily programmatic.

SAMPLE

LETTER OF COMMITMENT

**From the Executive Director or Chief Executive Officer of a
Community-Based Organization or Legal Service Provider, as
appropriate.**

This letter certifies that I have reviewed and approved the enclosed
application to the New York State Department of Health AIDS Institute,
for funding under the Nutrition Initiative

I am committed to ensuring that the proposed HIV-related services will be
provided and that staff will be qualified, appropriately trained and have sufficient
in-house resources to implement the program.

Sincerely,

Executive Director
or Chief Executive Officer

ATTACHMENT 16

SAMPLE

LETTER OF COMMITMENT FROM THE BOARD OF DIRECTORS

This letter certifies that the Board of Directors of (Organization) has reviewed and approved the enclosed application to the New York State Department of Health AIDS Institute, for funding under the Nutrition Initiative.

We are committed to ensuring that the proposed HIV-related services will be provided and that staff will be qualified, appropriately trained and have sufficient in-house resources to implement the program.

Sincerely,

Chairperson
Board of Directors or
Designated Member of the
Board